

**Agreement Between the United  
States Rubber Company, Indi-  
anapolis Plant, and the  
United Rubber Workers of  
America, Local No. 110,  
of Indianapolis, Ind.**

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This agreement entered into this 1st day of May 1943, by and between the United States Rubber Company, Indianapolis Plant, hereinafter referred to as the Company, and the United Rubber Workers of America, Local No. 110, hereinafter referred to as the Union.

**Witnesseth:**

**WHEREAS** all the members  
of the above mentioned Union

are employees of the above mentioned Company, and for the purpose of maintaining harmonious relationship and close co-operation between the parties hereto, it is desirable to formulate rules for the guidance of the parties, now, therefore, in consideration of the premises, the parties hereto adopt the following rules:

## **SCOPE OF COLLECTIVE BARGAINING**

### **ARTICLE 1**

**Section A** The Company recognizes the Union as the exclusive Collective Bargaining Agency for all employees of the Company eligible for membership in the Union and agrees to bargain with the accredited representatives of the Union in matters pertaining to grievances, rates of pay, hours of work and other

conditions of employment. The Company recognizes and will not interfere with the right of its employees to become members of the Union; neither will the Company nor any of its agents exercise discrimination, interference, restraint or coercion against any member of the Union on account of such membership, nor any Union representative who from time to time represents other employees.

The Company will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining.

**Section B** It is mutually agreed that the term "Employee" for the purpose of this agreement shall not include Superintendents, Foremen, Production and Technical Supervisors, Office and Clerical Employees, Development Specialty

## **Employees, Plant Guards, and Management.**

**Section C** It is agreed that the Company will furnish the Union a weekly and monthly report including the hires, transfers and exits on all employees coming under this contract.

## **GRIEVANCES**

**Section D** Nothing herein shall be construed to prevent any aggrieved employee from presenting grievances directly to the Foreman except that no employee shall bargain directly in any case affecting other employees.

1. Departmental Committeemen accompanied by employee or employees to Supervisor.

2. Departmental Committeeman and/or Committee to Divisional Foreman.

3. Plant Union Committee to Industrial Relations Manager.

4. Chairman and Plant Union Committee to Plant Management Committee (in writing).

5. International Union Officials to Central Industrial Relations Division.

After a grievance, whether with respect to a wage matter or any other grievance, has gone through the procedure laid down in the local agreement and has not been settled thereunder, the local Union may refer it to the International Union. If within 20 days after the International Union has filed this grievance with the management of the Company the grievance has not been satisfactorily settled, the International Union may then ask that the matter be finally settled by arbitration. It shall thereupon

be the duty of the management to meet forthwith with the designated representatives of the Union, and endeavor to agree upon an arbitrator or arbitrators. If within three days no such agreement has been reached, either party may certify the matter to the National War Labor Board which shall thereupon proceed to appoint an arbitrator or arbitrators whose decision shall be final and binding. The expenses of any such arbitration shall be borne one-half by the Union and one-half by the Company.

**Section E** The Company will not discriminate against any representative of the employees who from time to time shall find it necessary to represent those employees on shop committee matters. However, in cases where representatives are required to lose time from their regular work of more than two

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(2) hours, the foreman shall be given at least two (2) hours notice, if possible, in order to make necessary replacements. However, in no case shall a representative be discriminated against.

**Section F** There shall be no interruption or stoppage of work in any department or section thereof, until all of the provisions of Section D have been complied with.

It is agreed by the Company and the Union that in the event any unauthorized stoppage of work should take place during the term of this agreement that neither side will enter into negotiations until such time as such unauthorized stoppage is terminated.

It is further agreed that in event the Union deems it necessary to call an authorized strike such strike shall not take place

until after such time as the International Union notifies the Company of the Local Union's intention.

**Section G** The Union agrees that neither the Union nor its members will solicit membership on the Company's time.

## **HOURS OF WORK**

### **ARTICLE 2**

**Section A** Hours of employment for production workers shall be six (6) hours for normal days work, six (6) days per week. However, during the National Emergency, the normal work week shall be forty (40) hours. In cases extending beyond a thirty (30) day period, due to schedule changes, lack of materials, etc., where the normal week can not be maintained, the Company agrees to negotiate the situation with the Union.

When time is worked in excess of eight (8) hours in any one day, or forty (40) hours in any one week, overtime shall be paid for at the rate of time and one-half.

Overtime hours will be divided as evenly as possible among the employees in the department affected. In order that hours may be more evenly divided among employees it is understood that the normal day shall be from 6:00 a.m. to 6:00 a.m. It is also agreed that not more than eight (8) hours can be worked on two consecutive shifts without overtime payment. It is further agreed that production supervisors will not replace production workers except as agreed between management and union.

**Section B** The hours of all maintenance men shall be thirty-six (36) hours for a normal week's work. However during the National Emergency the normal

work week will be forty (40) hours. When time is worked in excess of eight (8) hours in any one day or forty (40) hours in one week, all such time shall be paid for at the rate of time and one-half. Overtime hours will be divided as evenly as possible among the employees in the Department affected. It is understood and agreed that no foreman shall replace regular workers excepting in cases of emergency when regular employees fail to report on their regular shifts. It is further agreed that no supervisor will replace regular workers when he is charged with the supervision of four (4) or more people, except in cases of emergency. It is further agreed that maintenance supervisors who come under the above sentence, will not work more than eight (8) hours per day and not more days in the week than

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the average of the department, except in cases of breakdown where regular employees are included.

**Section C** Power House employees who regularly work five (5) days per week, shall work forty (40) hours for a normal week's work, but when time is worked in excess of eight (8) hours in any one day or forty (40) hours in any one week, all such time shall be paid for at the rate of time and one-half. It is understood and agreed that no foreman will replace regular workers except in cases of emergency when employees fail to report on their regular shifts.

**Section D** Hours of work for employees in non-productive departments shall be thirty-six (36) hours for a normal week. However during the National Emergency the normal work week will be forty (40) hours.

However, when time is worked in excess of eight (8) hours per day or forty (40) hours per week, overtime shall be paid for at the rate of time and one-half. Over time hours will be divided as evenly as possible among the employees in the department affected.

**Section E Two (2)** employees working on the same job may mutually agree to exchange shifts to accomodate one of the workers, except as prevented by Federal or other Government regulations, providing they secure the foreman's permission. It is understood in this case that overtime payment does not apply.

**Section F** All work performed on Sunday shall be paid for at the rate of time and one-half.

**Section G** Work performed on the following holidays: New Years, Decoration Day, Fourth

of July, Labor Day, Thanksgiving and Christmas, shall be paid for at the rate of double time. The Company may call employees in two (2) hours before midnight on a holiday and be required to pay only time and one-half. Any time worked in excess of the two (2) hours for starting or production purposes on such holidays, shall be paid for at the rate of double time. Normal week or pay period shall be from Saturday night 12:00 midnight to Saturday night 12:00 midnight. If any regular pay day falls on a holiday or on a day that the plant is closed, employees shall be paid on the preceding day.

## **WAGES**

### **ARTICLE 3**

**Section A** It is understood and agreed that the local Union and the local Management will

negotiate occupational wage rates for all new jobs and will adjust all inequitable rates of employees. It is understood and agreed that there shall be no decrease in occupational or day rates for the duration of this contract unless negotiated by and between the Company and the Union.

If in cases where such negotiations do not result in an agreement, final settlement is provided for under Article 1, Section D.

It is agreed that the Company will advise the Union of changes being made in wage bonus standards. However the standards shall be given a fair trial, and if after a reasonable period of time, they have not proven satisfactory, they shall be subject to review. New wage bonus standards shall be installed and given a fair trial, and if not satisfactory they shall be sub-

ject to review. In the event it is necessary to change wage bonus standards due to employee's inability to establish normal efficiency under normal effort and normal conditions, standards will be changed within a period not to exceed four (4) weeks from date made effective and employees' pay shall be retroactive to that date. However, in no case shall it be more than four (4) weeks. The Company agrees that no reduction from present standards will be made unless changes in operations, materials or equipment are made or unless mutually agreed to. Rate adjustments will be made in connection with such changes commensurate with the degree of change in the operation.

**Section B** Female employees working on male jobs shall receive same rate of pay as male employees.

**Section C** Male employees working on female employees' jobs from 12:00 midnight to 6:00 a.m. shall be paid ten cents (10c) per hour above the established female rate. This does not apply to combination male and female jobs.

**Section D** When employees are temporarily transferred from their regular operation for the convenience of the management, they shall be allowed the rate of pay applicable to the assigned operation unless this rate is less than their average rate, when they shall be paid their average hourly earnings. When employees are assigned to another operation or department when not needed in their own department, their pay shall be based on the occupational wage or rate of the operation to which assigned.

**Section E** Employees with seniority transferred from one

operation to another in their present or other department shall be guaranteed ten cents (10c) per hour in excess of the prevailing hiring rate for operation involved. This does not apply to employees transferred for the convenience of the management.

## **SENIORITY**

### **ARTICLE 4**

**Section A** Seniority shall not be considered until an employee has established six (6) months of service, and in cases of lay-offs seniority shall be broken after an employee has been out of the plant for a period of twelve (12) months. Employees losing seniority shall be given preference to new employees if capable of performing operations available, and given previous seniority. In cases of resignations or discharges, seniori-

ty is broken immediately. Length of service is to govern lay-offs, transfers, and shifts of all employees with six (6) months of service in one department, providing older employees in point of service are capable of performing operations available. When laying off employees with less than six (6) months of service in the department, consideration shall be given to family obligations, individual skill, and efficient service. On special skilled jobs, qualifications of employee shall be given consideration in quality and ability, as well as seniority. The company and the Union shall negotiate and make a part of this contract all jobs requiring special skill and ability, and when laying off, shall make exceptions on the basis of the jobs agreed to.

**Section B** In recalling former employees the oldest employee

in point of service shall be given preference before any new help is hired, providing he or she can qualify on jobs available. If any employee is unavailable for work at the time called the next oldest employee shall be called, but in case the oldest employee reports within seventy-two (72) hours, he or she shall be re-instated on the job and the other employee laid off until his or her turn according to seniority. In case the oldest employee is out of town and cannot report within seventy-two (72) hours, he or she still holds his or her seniority and shall be entitled to the next opening if capable of performing operation available. Any employee that refuses to accept employment when called shall lose all seniority rights.

Section C Seniority shall be established by department. In the event employees are trans-

ferred or laid off, the chief steward shall be notified in the departments concerned before these transfers or lay-offs are made. It is agreed that employees, who are transferred to or re-employed for another department on a temporary basis shall establish six (6) months seniority before becoming a permanent part of the new department, and when lay-offs occur prior to six (6) months, these temporary employees shall be laid off on the same basis as a new employee not having established seniority, however, they shall retain departmental seniority in their original department until after six (6) months of service have been established. When employees are transferred on a permanent basis due to change in methods, schedule requirements, etc., they shall be placed on openings available according to their plant seniority.

Plant seniority shall govern lay-offs of these employees. When transfers of this type are to be made, the Company agrees to negotiate the matter with the Union committee.

In case of lay-offs, employees who have established one year's seniority shall have the right to transfer to jobs occupied by employees who have not established seniority, providing the job does not require a learner period in excess of (2) weeks, and providing the employee is qualified to handle the job. The Company will have a reasonable period of time to make these changes.

Section D Senior employees shall be entitled to the most desirable shifts and shall be placed on these shifts when openings occur, however, Management shall be given a reasonable period of time to make these

shift changes in order not to disrupt production. Employees on their regular shifts according to seniority who desire to change to less desirable shifts for their own convenience, shall remain on these less desirable shifts until openings occur on their regular shifts. Shift and job changes shall be made only as openings occur except where jobs or operations are temporarily or permanently dispensed with. In those cases, employees shall be allowed their standing on jobs they are capable of handling.

**Section E** Employees who are to be laid off for an indefinite period due to lack of work, will be given three (3) day's notice before lay-off becomes effective. Employees who have received their three (3) day's notice and fail to work the three (3) days without just cause, will be assumed to have quit.

**Section F** In event of employee's transferring between departments due to priorities, the above seniority rules govern except when such transfers exceed six (6) months period. In this case the employee maintains in the new department, the plant seniority which he had when he entered that department and accumulates plant seniority in that department but he does not establish departmental seniority in the new department after the usual six (6) months period. Employees with three (3) years seniority, or more, will replace employees with less than one (1) year's seniority and must return to their original department when needed, to retain his or her plant seniority. Jobs requiring a learner period of two weeks or more will be exempt. A reasonable period of time will be allowed to make these

changes but they must be expedited as soon as possible.

## **WORKING RULES**

### **ARTICLE 5**

**Section A** Complaints involving unjust lay-offs or discharges of employees shall be investigated within twenty-four (24) hours (excluding days on which the employees affected would not normally work), from the time of lay-off or discharge. If it is determined that such employees have been laid off or discharged unjustly, he or she shall be re-instated with all privileges he or she enjoyed at the time of such unjust lay-off or discharge, and shall be paid for all the time lost.

**Section B** The Union recognizes that it is necessary for the Company to have certain rules and regulations for satisfactory plant operations and for the purpose of maintaining dis-

cipline, therefore it expects its members to abide by these rules and regulations at all times.

**Section C** Any employee disabled in the course of his employment, and who by reason of such disability is unable to perform heavy work or other work involving speed or skill, but who is able to perform other available work, shall be offered work.

**Section D** Employees reporting for work and who had no reason for believing that work was not available, shall either be given one-half day's work at regular pay or shall receive pay equivalent to one-half day at their delay time rate (a day shall be considered a maximum of eight hours), excepting in cases of major mechanical breakdown affecting a department, or in case of stoppage of work by other employees, or Government restrictions, or for causes beyond the Company's control.

**Section E** Employees seriously injured during the course of their employment shall not be required to secure accident reports before receiving medical attention, but shall secure accident reports as soon as possible thereafter. Employees visiting dispensary during working hours for reason other than serious injury shall receive accident reports from supervisors or foremen before treatment is given.

**Section F** The Company agrees to reduce the working hours to thirty (30) hours per week in any one department before a reduction in force is made. There may be some slight variation in hours; however, if over a period of thirty (30) days, hours less than thirty (30) a week, adjustment will be made. Where there are several jobs in one department, the people assigned to these jobs will

work the hours of the job and adjustments will be made in other departments affected by this work. However during the National Emergency employees working on similar work can be shifted, so that hours may be more evenly divided within their own department.

## VACATIONS

### ARTICLE 6

Section A 1. Employees having one (1) year's seniority and less than five (5) year's seniority with the Company as of June 1, 1943, as defined in paragraph No. 3 below, will receive one (1) week's vacation pay at 2% of their earnings for the year ending May 31, 1943.

2. Employees having five (5) years or more of seniority with the Company as of June 1, 1943, as defined in paragraph No. 3 below, will receive two (2)

week's vacation pay at 4% of their earnings for the year ending May 31, 1943.

3. For eligibility under paragraph No. 1, an employee must have accumulated a minimum of one (1) year's seniority with the Company prior to June 1, 1943, and for eligibility under paragraph No. 2, an employee must have accumulated a minimum of five (5) year's seniority with the Company prior to June 1, 1943.

4. Any employee who voluntarily quits or is discharged before June 1, 1943, is not eligible for vacation pay.

5. In the event it is necessary to continue uninterrupted production in order to meet scheduled requirements, vacation pay will be paid in lieu of time off, payment to be made at a time mutually satisfactory to the Company and the Union.

## MISCELLANEOUS

### ARTICLE 7

**Section A** Employees shall have an equal amount of representation on Mutual Benefit.

**Section B** Supervisors transferred from supervision to production work will be on seniority basis.

**Section C** Any employee being recommended by the International United Rubber Workers of America for a position with the Union, shall be furloughed and shall not lose his or her seniority right for the period of time he or she is employed by the Union.

**Section D** An employee leaving the services of the Company to serve the Federal Government in its Armed Forces or in Federal Mobilization for war purposes pursuant to Resolutions and/or Acts in connection

with the National Defense or War Effort shall retain and accrue his seniority during such service, provided he makes application to return to the employ of the Company within forty (40) days after he has received an honorable discharge and he is physically capable of performing the work assigned to him in a proper manner.

**Section E** It is also understood and agreed that changes made by Legislation in matters pertaining to wages and hours above present minimum wage or less than present maximum hours become a part of this agreement.

**Section F** Copies of all notices posted by authorized Union members are to be made available to the Industrial Relations manager at the time the notices are posted.

**Section G** An employee laid off because of priority restric-

tions and properly certified according to OPM and Rubber Industry's agreement of December 15, 1941, shall maintain his seniority rights whether employed subsequently in defense or non-defense Industries.

**Section H** All employees who, 15 days after the date of the Directive Order of the National War Labor Board in this case, are members of the Union in good standing in accordance with the constitution and by-laws of the Union, and those employees who may thereafter become members shall, as a condition of employment, remain members of the Union in good standing during the life of the agreement.

The Union shall promptly furnish to the National War Labor Board a notarized list of the members in good standing as of the date fifteen days after the date of the Directive Order.

If any employee named on that list asserts that he has withdrawn from membership in the Union, the assertion or dispute shall be adjudicated by an arbitrator appointed by the National War Labor Board whose decision shall be final and binding upon the Union and the employee.

## **AMENDMENTS AND TERMINATION**

### **ARTICLE 8**

**Section A** Amendments to this agreement may be proposed by either party and shall be considered at a meeting at a time and place mutually satisfactory to the parties, this meeting to take place within fifteen (15) days after notice has been given specifying the general purpose of the articles to be considered and the changes proposed.

**Section B** This agreement shall be in force for one (1) year from this date and shall continue thereafter for like yearly periods unless notice of termination is given by either party to the other party, thirty (30) days or more prior to the expiration of any such yearly period.

*United Rubber Workers of  
America, Local No. 110*

**WILLIAM JELF, President**

**ROY DAY, Vice-President**

**GLENN McCORY, Secretary**

**JOE BRINSON, Treasurer**

*United States Rubber Company  
Indianapolis Plant*

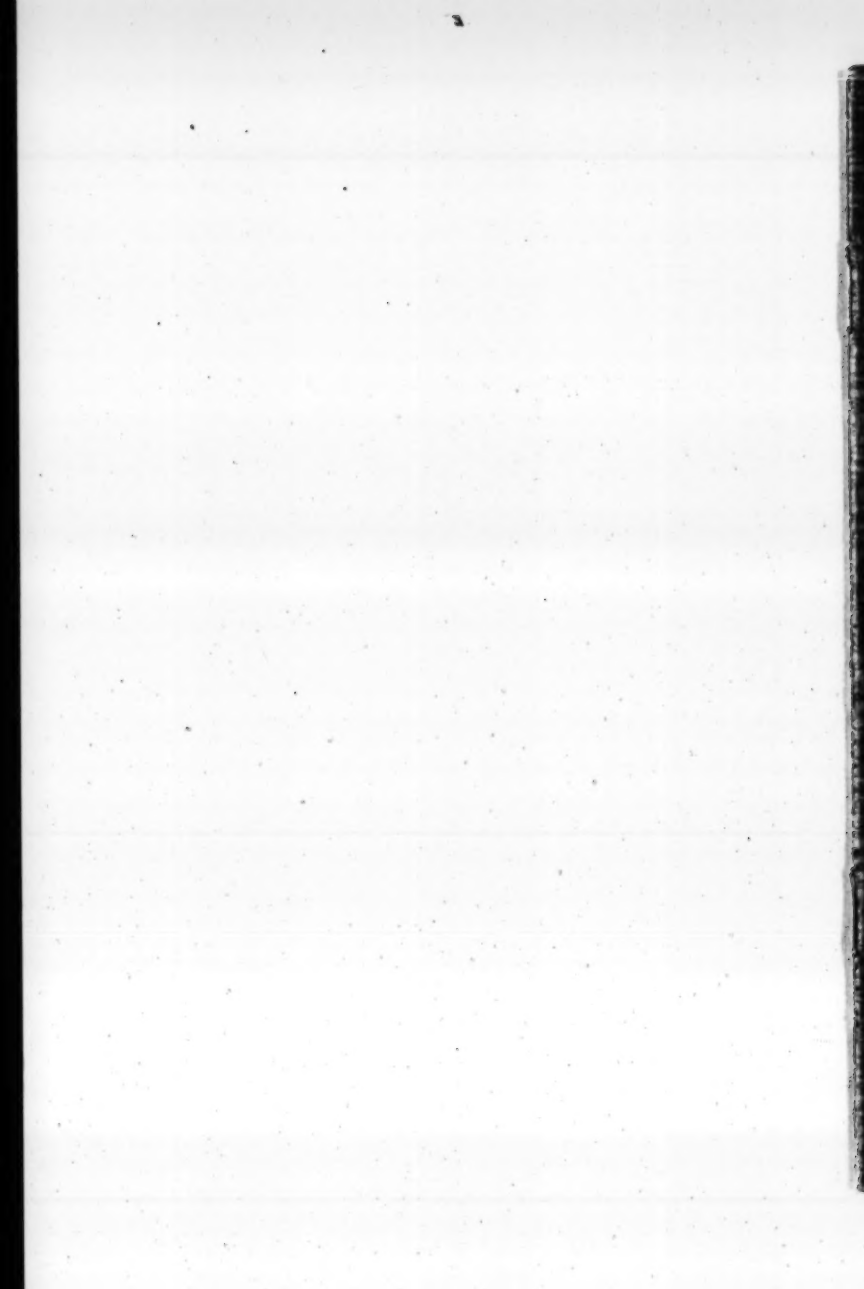
**J. E. CADY, Factory Manager**

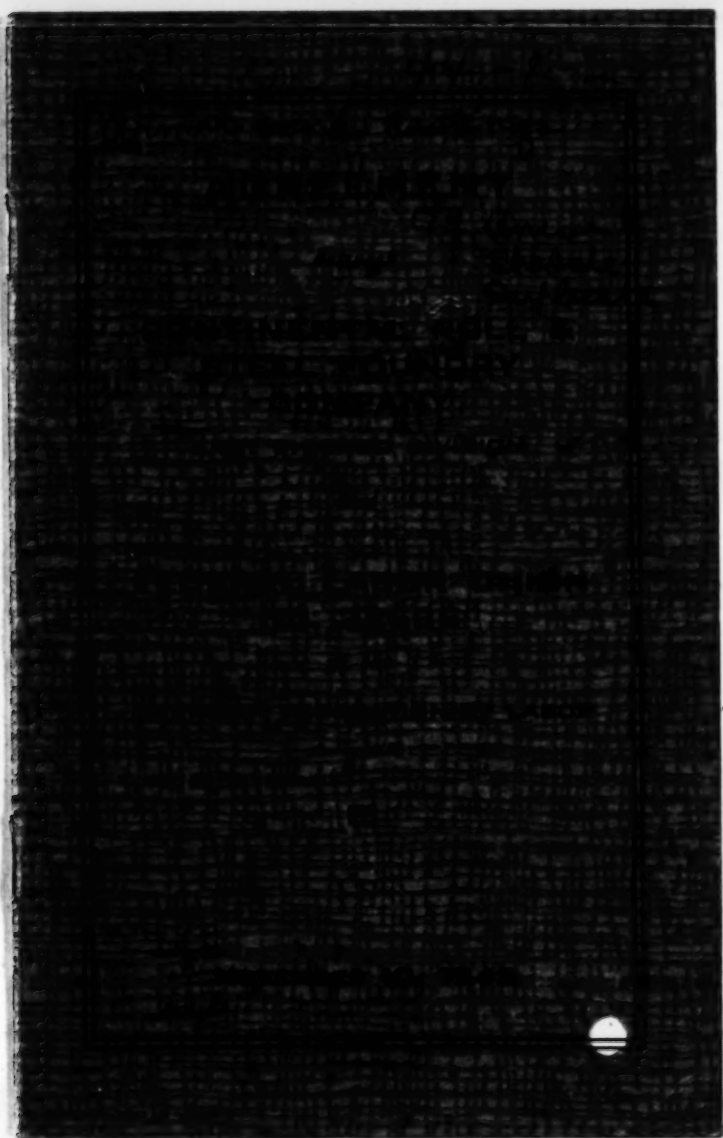
**C. G. BROWN,**

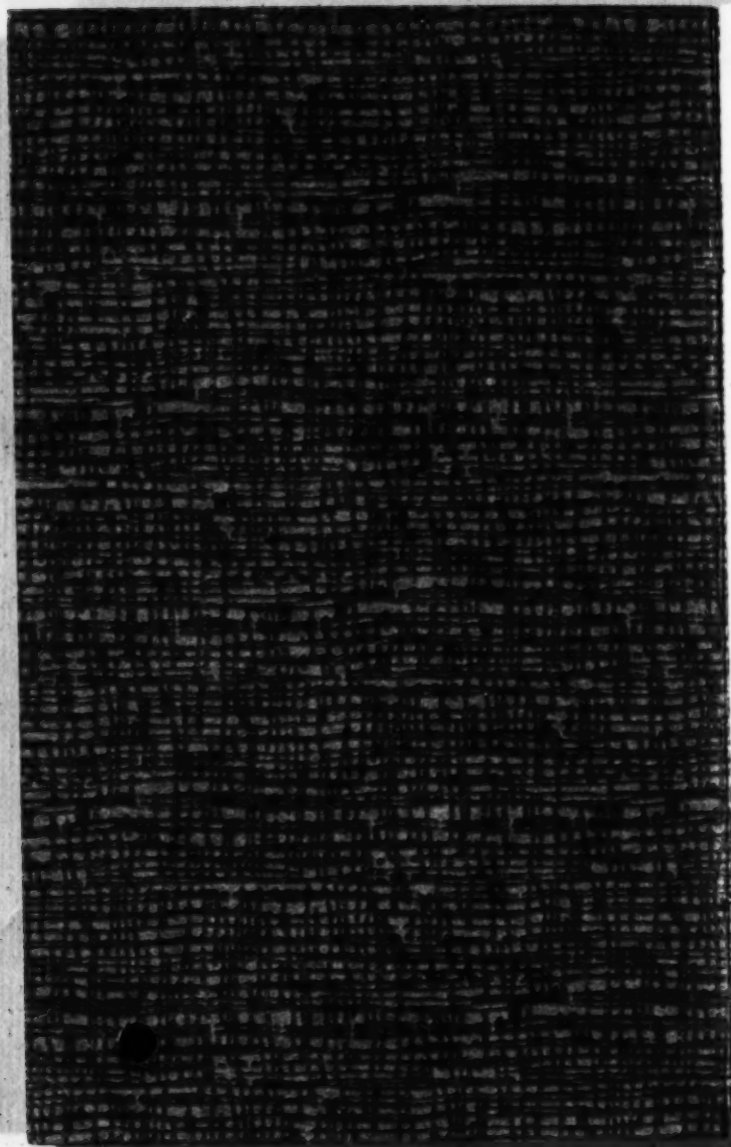
**Industrial Relations Mgr.**

**E. W. ROWLES,**

**Production Superintendent**







# **AGREEMENT**

*between*

**CONTINENTAL ROLL &  
STEEL FOUNDRY  
COMPANY**

**EAST CHICAGO DIVISION**

*and*

**FEDERAL LABOR UNION  
No. 22636**

*of the*

**AMERICAN FEDERATION OF LABOR**



**NOVEMBER 10, 1942**



## **A G R E E M E N T**

This Agreement is made by and between the Continental Roll & Steel Foundry Company, East Chicago Division, East Chicago, Indiana, hereinafter referred to as the Company, and the Federal Labor Union No. 22636 of the American Federation of Labor, hereinafter referred to as the Union.

### **Article I.—Recognition**

1. The Company recognizes the Union as the sole, exclusive bargaining agent for all employees (male and female) at its plant at East Chicago, Indiana, excluding the General Superintendent, his assistants, his secretary, departmental superintendents, supervisors, foremen, assistant foremen with the authority to hire and discharge, Personnel Department, (but not excluding utility men and utility women), professional students not continuously or permanently employed, graduate metallurgists, chief chemists and other professional employees, Plant Protection Department, pattern makers, pattern maker apprentices, brick masons, brick mason apprentices, and all employees working in the Main Office proper. The Company agrees that it will not interfere with nor hinder any lawful organizing activity of the Union. The Union will speak for all such employees for which it is recognized above in respect to rates of pay, wages, hours of employment and other conditions of employment. The Company will not recognize nor deal with any other union for employees in the above bargaining unit.

2. The Company agrees under this Agreement that all employees qualifying under Section 1 shall be

members of the Union within thirty (30) days from the date of signing of this Agreement.

3. All new employees hired by the Company after the signing of this Agreement shall become members of this Union after they have served their probationary period of thirty (30) working days if they are still retained by the Company.

4. For all such employees as are required by Sections 2 and 3 to become members of the Union, the Union will furnish to the Company a card authorizing the deduction of a Union initiation fee in the amount of Two Dollars (\$2.00), and the further deduction of One Dollar (\$1.00) per month as Union dues from the wages due each such employee, and the Company agrees to deduct such fees and dues on the regular dues deduction pay day, as now established.

5. The Company further agrees to continue the deduction of dues from the wages of such employees as have heretofore filed with the Company wage deduction cards which have not heretofore been withdrawn.

6. All such fees and dues shall be turned over by the Company to the authorized Financial Secretary or other designated agent of the Union, who will give a proper receipt for same.

7. Any employee who has been suspended by the Union for any infraction of its By-laws, or for violations of this Agreement, shall, upon written notice from the Recording Secretary of the Union stating the violation, be dismissed from the service of the Company, within forty eight (48) hours

from the receipt by the Company of the notice. When the Union shall notify the Company of its reinstatement of such employee, the Company will return him to employment provided that such employee is physically able to resume his former employment and would under working conditions then prevailing be employed by the Company.

8. The Union agrees not to discriminate against any employee for his affiliations with any other labor organization prior to the signing of this Agreement.

## **Article II.—Hours of Work**

1. It is mutually agreed that the regular working day shall be eight (8) hours in consecutive order within any twenty-four (24) hour period.

2. To assist in the production of necessary war equipment as speedily as possible and to permit, wherever possible, each employee to have at least one day of rest in each period of seven (7) days, the following definitions are mutually agreed upon:

The work week shall comprise five (5) working days and two (2) days of rest within any regularly scheduled seven (7) day period, except that in the present National Emergency, employees may be required to work on one or more of such days of rest. In such cases the working days shall be in consecutive order.

3. It is agreed that the work week shall start on Monday on the various shifts agreed upon, and the work week is to consist of five consecutive working days, except that it shall not consist of consecutive working days in the following departments:

Repair & Maintenance Department,  
Melted Metals Departments,  
Annealers and Heat Treating Departments,  
Power House, and  
Personnel Department (utility men and utility  
women only).

In these enumerated departments, the Company agrees, as far as possible, to notify each such employee as to his day of rest one week in advance.

4.(a) If an employee reports on his regular shift, or if he is ordered out, he shall be guaranteed not less than two (2) hours' work on week days, or, if this occurs on Sundays or holidays, the employee shall be guaranteed four (4) hours' work, unless the condition which prevents his working is beyond the Company's control.

(b). If an employee reports for his regular shift and works five (5) hours he shall be guaranteed eight (8) hours' work, or its equivalent pay, except where a condition might arise which is beyond the Company's control and which would prohibit the man from working eight (8) hours.

5. Any employee who is ordered to work at or after twelve (12:00) noon and works five hours or more shall be considered on the second shift; any employee who is ordered to work at or after eight (8:00) P. M., and works five (5) hours or more shall be considered on the third shift.

### **Article III.—Overtime**

1. If an employee works more than eight (8) hours in any one day, or more than forty (40) hours

in any one week, he shall receive time and one-half for this overtime.

2. All holidays specified in Article VI. shall be paid for at one and one-half times the regular pay.

3. It is mutually agreed that all employees working on Sunday shall be paid time and one-half, subject to the approval of the Secretary of Labor.

4. Where, because of emergency conditions, an employee is required to work for seven (7) consecutive days, double time compensation shall be paid for work on the seventh day in any work week as defined in Article II., Section 2.

5. In computing days worked for the purpose of the foregoing section, the following shall be included as days worked:

(a) Holidays which occur within the work week whether or not work is actually performed and whether or not compensation is paid for the holiday if no work is performed.

(b) Any day on which an employee reports for work under the conditions provided for by Article II., Section 4.

6. Employees working on holidays shall be paid at the rate of time and one-half, except that if this holiday falls as the seventh consecutive day in any given work week, they shall be paid double time.

7.(a). Piece workers working over eight (8) hours in any one day, including Sundays or holidays, shall be paid time and one-half for the job they are working on, but not less than time and one-half of their hourly rate.

(b) Piece workers who work on the seventh consecutive day shall be paid double time for the job they are working on, but not less than double their hourly rate.

8. In no event shall any employee be entitled to more than one overtime rate for any day or days worked. That is, overtime pay shall not be pyramided, but the highest applicable overtime rate shall be paid for the work performed. For example, if a holiday should fall on the seventh consecutive day worked, the employee shall receive only double time and not three and one-half times his regular rate. Similarly when a holiday falls on a day on which an employee would otherwise be eligible to time and one-half compensation, said employee shall be entitled to one time and one-half for the hours worked on such day.

#### **Article IV.—Pay Days**

1. Pay days shall be every other Wednesday. If a holiday occurs on Wednesday of any pay week, Tuesday shall be considered the regular pay day, except at the Fourth of July and Christmas, at which time the regular pay day may be changed by agreement.

#### **Article V.—Lunch Periods**

1. All employees shall be given ample time to eat their lunch.

2. This time shall be allowed in their regular eight (8) hour day. Where longer lunch periods are necessary in certain departments they will be ar-

ranged by agreement between the Company and the Union. This longer lunch period will be on the employees' time. Any employee working more than ten (10) hours shall be permitted ways and means of obtaining more lunch without penalty of wage deduction.

3. All employees are to be allowed five (5) minutes before the expiration of shift work for clean-up, such as cleaning machines, putting tools away, etc. No employee is to leave his department until the second whistle blows.

### **Article VI.—Holidays**

1. Holidays to be observed are: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and Christmas Day.

### **Article VII.**

#### **Rates and Piece Work Conditions**

1. The Company guarantees to pay not less than the wage scale prevailing in like industries in this district.

2. It is agreed that all employees who are working on the second shift, (3:00 P. M. to 11:00 P. M.) shall receive in addition to their regular pay a premium of five percent (5%) per hour; and all employees who are working on the third shift (11:00 P. M. to 7:00 A. M.) shall receive in addition to their regular pay a premium of seven percent (7%) per hour.

3. Female employees shall be paid at the same rate as male employees for equal ability on identical

jobs. Where differences in ability or job breakdown warrant, the rate for female employees will be at least ninety percent (90%) of the regular occupational rate prevailing for male employees.

4. There will be two rates for each class of occupation, as follows: Class A, two rates; Class B, two rates; Class C, two rates, with the exception of occupations which do not warrant that many classifications. This will be worked out between the Company and the Union. All classifications must be agreed upon by a joint committee of Company and Union.

5. It is also agreed that all three classifications shall have specific definitions.

6. The minimum rate for male employees covered by this agreement shall be seventy-eight and one-half (\$0.78-1/2) cents per hour. The minimum rate for female employees covered by this agreement shall be seventy-one (\$0.71) cents per hour.

7. Employees other than common labor shall be started at a probationary rate agreed upon between the Company and the Union. This probationary rate shall be for thirty (30) working days. After the thirty (30) day probationary period, the employee shall be placed in the classification for which he or she qualifies.

7.(a). When an employee can qualify, to the satisfaction of his foreman and his steward, for a higher classification in an occupation, he shall be given a thirty (30) day trial in such classification, and if satisfactory he shall be placed in that classification and receive not less than the minimum rate

in that classification. An employee who has been given such a trial and has failed to qualify shall be required to wait at least sixty (60) days before being given another trial.

8. Piece work rates shall be set by a fair and impartial time study. Once a piece work rate is set, it shall not be changed unless it is proved that the rate is too low, that an obvious error has been made, or that changes have been made in the job. Before rates are changed, the steward or Grievance Committee shall be notified.

9. When an increase is granted to an individual employee the increase will become effective at the next pay period.

10. Any employee leaving the plant on Company business will be paid from the time of leaving until he returns to the plant. (To apply on work performed in this district). Exceptional cases shall be handled accordingly.

11. Piece workers shall be guaranteed their regular hourly rates in all departments.

12. Piece workers shall receive no less than fifteen percent (15%) over the regular rate paid employees, provided an honest effort has been made by that employee, with the supervisor to be the judge, along with the steward of the department.

### **Article VIII.—Seniority**

1. Seniority shall be based on length of service in the plant, departmental seniority and occupational seniority.

2. Employees must work at least twelve (12) months to establish seniority. After twelve (12) months, seniority starts from date of employment.
3. In promotion other than supervisory, departmental seniority plus ability, as determined by the supervisor, shall prevail. If departmental seniority and ability are equal, then occupational seniority shall prevail. During the present National Emergency, any such promotion may, upon fair determination by the Company, be further subject to the draft status of the individual employee considered most eligible when the promotion involves a long period of training and/or experience.
4. Seniority shall be terminated in any one of the following cases:
  - (1) When an employee resigns.
  - (2) When an employee is discharged for cause.
  - (3) When an employee fails to return to work within seven (7) days after notice by the Company.
  - (4) When an employee has been absent from the plant for twelve (12) months due to lack of work; provided, that if such employee registers with the Company before the expiration of the twelve (12) month period, he shall be given a twelve (12) month extension.
  - (5) When an employee has been suspended from membership in the Union and remains suspended for a period of thirty (30) days.
5. It is understood and agreed that the seniority of all employees is to be determined by a joint committee, and a seniority list prepared by said

committee, copies of which are to be sent to the Company and the Recording Secretary of the Union.

6. When, because of the shortage of male help, jobs are set up especially for women operators, such jobs shall not be subject to the male seniority list. In the setting up of such special jobs, the Company agrees to consult with the proper Union officials.

### **Article IX.—Vacations**

1. All employees who have established at least one (1) years' service with the Company, as of March 15th, shall receive one week's vacation with pay, which amounts to forty (40) hours.

2. All employees who have established at least five (5) years' service with the Company, as of March 15th, shall receive eight (8) days' vacation with pay, which amounts to sixty four (64) hours.

3. All employees who have established at least ten (10) years' service with the Company, as of March 15th, shall receive two (2) week's vacation with pay, which amounts to eighty (80) hours.

4. All employees who are entitled to a vacation must take time off, except in emergencies.

5. Sundays shall not be included as part of a vacation period.

6. Vacations shall be allotted on departmental seniority.

7. Employees may take additional time off at their own expense, by mutual agreement with their foreman.

8. In case of illness or any emergency, employees may, by mutual agreement with their foreman, apply this time off as their vacation.

9. Vacation pay checks are to be ready one working day previous to start of vacation, except that if an employee starts his vacation on Monday, his vacation check is to be ready not later than 3:00 P. M., Friday.

10. It is understood that all vacation policies will be handled from year to year with the management.

11. Sections 4 and 5 may be waived mutually by the employee and the foreman for the duration of the war only.

12. Employees called out in emergencies, while on vacation, shall receive time and one-half of their regular rate of pay for the time worked, plus their vacation pay.

13. Vacation pay shall be based on the average hourly earnings for January, February, and March in the current year, plus any and all increases after the signing of this Agreement.

14. Any employee who has established his right to a vacation and leaves the Company for any reason whatsoever shall receive his vacation pay.

### **Article X.—Safety and Sanitation**

1. Departmental safety men are to be appointed by the Union and shall be given the right, subject to the general supervision of the plant Safety Director, to instruct new employees in safety methods in that department.

2. The Company shall have a man in the Employment Office on each shift who has had first aid training under the supervision of the American Red Cross.

3. The Company shall furnish transportation to any employee requiring medical attention for injuries sustained in the plant, within a zone agreed upon in this vicinity.

4. Employees who have been injured in the plant and require medical attention after working hours, are to be paid their regular rate for such time.

5. The Company shall furnish adequate space for lockers, wash bowls, urinals and toilets. Hot water shall be furnished for all showers and wash bowls in the wash rooms.

6. Cool drinking water shall be provided throughout the departments.

7. Good ventilation and comfortable heat shall be supplied.

8. The Company agrees to furnish adequate parking space for employees and to keep the same in good condition and policed by Company guards. The Union agrees to assist, insofar as possible, in the observance of parking regulations.

9. It is understood that the Company shall not be held responsible for any personal or property damage or loss suffered by the employees who are making use of such facilities.

10. The Company is to provide a substantial fence around the parking space, with two gates. Guards are to police same and keep records.

## **Article XI.—Bulletin Boards**

1. The Company agrees to supply all departments with bulletin boards in addition to the War Bulletin boards.
2. The Union shall have the use of regular bulletin boards in each department at all times. All notices and bulletins shall meet with the approval of the Company. Only such bulletins as are required by State or Federal law shall remain more than two (2) weeks.
3. Only officers, stewards or authorized members of the Union may post bulletins on these boards regarding Union business.

## **Article XII.—Grievance Adjustments**

1. The members of the Grievance Committee are to be permanently stationed on the day shift while serving in that capacity.
2. The Company agrees to allow the Grievance Committee Chairman access to the plant at any time during the day or night.
3. It is mutually agreed that the Company will pay the Chairman of the Grievance Committee not less than eight (8) hours a day at his average hourly earnings. The Chairman shall have full benefit of Article III., Section 1.
4. It is mutually agreed by the Company and the Union that all *minor* grievances shall be handled after working hours.
5. Emergency grievances are to be handled as the occasion arises.

6. All members of the Grievance Committee and the President and Secretary of the Union shall be privileged to review employment records on any grievance being investigated, said investigation to be made in the presence of Company representatives.

7. Superintendents or foremen of departments shall notify the steward on that shift, or the Grievance Committee, of any penalty or discharge of any employee as soon as possible, and not later than twelve (12:00) noon of the following day.

8. If an employee has been penalized or discharged without the steward or Grievance Committee being notified as specified in Section 7, the employee shall be compensated for time lost on that shift.

9. If an employee believes he has been unjustly dealt with, he shall make known his complaint to the steward of his department within two (2) days. The steward will take the matter up with the foreman of that department, and if no satisfactory adjustment is made, the matter shall be turned over to the Grievance Committee which shall meet with the Superintendent or other designated representative of the Company and try to settle the matter, submitting the grievance in writing. If the grievance is not settled within five (5) days it shall be referred to the representative of the American Federation of Labor, who will meet with the representatives of the Union and the Company for adjustment. If there is no settlement the grievance shall then be referred to a Board of Arbitration. It is understood that there is to be no stoppage or diminution of work while negotiations are under way.

10. The Board of Arbitration shall consist of one member appointed by the Company, one appointed by the Union, and a third selected by the Union and Company appointees. The Board shall render its decision within five (5) days after hearing all the evidence in the case, and its findings shall be binding upon both parties, except insofar as such findings are required to be reviewed or approved by the National War Labor Board, and except where such findings may conflict with any Federal statutes or the rulings or regulations of any Federal agency. The expense of the arbitrator is to be borne jointly by the Union and the Company.

11. Both parties hereto agree, in behalf of National Defense and uninterrupted production, that during the present National Emergency there will be no strikes, concerted slowdowns, stoppages of work, or lockouts because of any dispute.

### **Article XIII.—Military Service**

1. Any employee of the Company who has entered into Military Service for the United States shall retain his accrued seniority standing, provided he is honorably discharged or released from such Military Service and makes application for re-employment within forty (40) days from the date of his release or discharge from Military Service.

2. Employees returning from Military Service who may be unable to perform their regular work to advantage will be given consideration for such work as they may be able to do.

3. Employees who have been taken into Military Service after January 1st, 1942, and have qualified

for a vacation shall receive their vacation pay unless they have already received their vacation in 1942.

#### **Article XIV.—Bonus**

1. The Company agrees to meet with the Union in the early part of December, 1942, for the purpose of discussing with them a Christmas bonus.

THIS AGREEMENT shall remain in full force and effect for one (1) year from date of signing and thereafter continue in full force and effect from year to year, unless either party shall notify the other party in writing at least thirty (30) days prior to the expiration of any such year of its desire to amend, change or terminate this agreement.

IN WITNESS WHEREON the parties hereto set their hands this 10th day of November, 1942.

**CONTINENTAL ROLL & STEEL  
FOUNDRY COMPANY**

*By: J. T. OSLER.*

**FEDERAL LABOR UNION NO. 22636**

*By: GEO. W. BULKLEY,  
WALTER F. KLEMM,  
A. J. LONGA.*

**AMERICAN FEDERATION OF LABOR**

*By: HUGH GORMLEY.*



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# **AGREEMENT**

**BETWEEN**

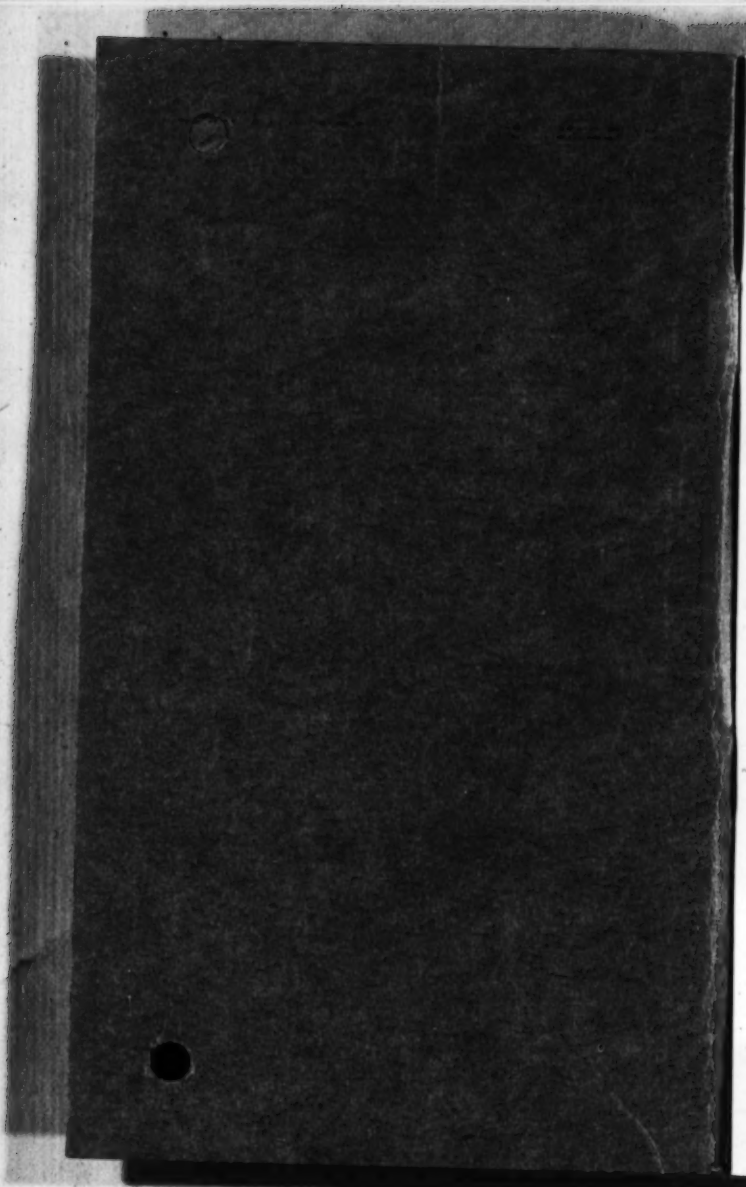
**CARNEGIE-ILLINOIS  
STEEL CORPORATION**

**AND THE**

**UNITED STEELWORKERS  
OF AMERICA  
CIO**

+

**September 1, 1942  
Pittsburgh, Pennsylvania**



# **AGREEMENT**

**BETWEEN**

**CARNEGIE-ILLINOIS  
STEEL CORPORATION**

**AND THE**

**UNITED STEELWORKERS  
OF AMERICA  
CIO**

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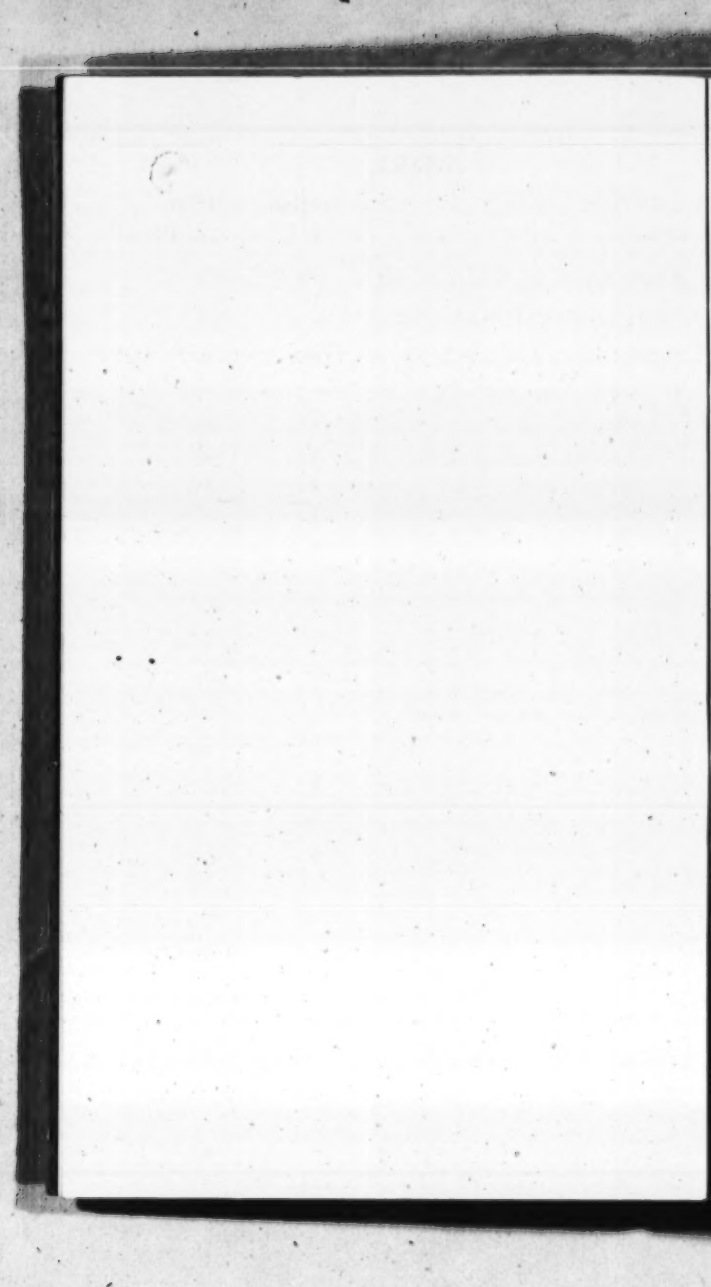
**September 1, 1942  
Pittsburgh, Pennsylvania**

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# Agreement

This Agreement, dated September 1, 1942, (hereinafter referred to as the "1942 Agreement") is between Carnegie-Illinois Steel Corporation (hereinafter referred to as the "Company") and United Steelworkers of America, or its successor (hereinafter referred to as the "Union").

## SECTION 1

It is the intent and purpose of the parties hereto to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto, and to provide procedure for prompt, equitable adjustment of alleged grievances to the end that there shall be no interruptions or impeding of the work, work stoppages or strikes or other interferences with production during the life of this Agreement.

The term "employee," as used in this Agreement, applies to all employees of the Company employed in and about the Company's steel-manufacturing and by-product coke plants, excluding salaried employees, foremen, assistant foremen, supervisors in charge of any classes of labor, watchmen, guards, and confidential clerical employees regardless of method of compensation, (but not excluding other clerical employees on an hourly wage-rate basis) for whom the Union is, or may be during the life of this Agreement, certified by the National Labor Relations Board as the exclusive collective bargaining representative.

## **SECTION 2—RECOGNITION**

The Company recognizes the Union as the exclusive collective bargaining representative for all of the employees of the Company as defined in Section 1.

The Company recognizes and will not interfere with the right of its employees to become members of the Union. The Union agrees that neither it nor any of its officers or members will engage in any union activity on Company time or will engage other employees in any union activity while such employees are on Company time; and the Company may discipline any employee who shall be proved guilty of violating this provision. Any dispute as to the facts or as to the nature of the discipline imposed by the Company shall be adjusted in accordance with the provisions of Section 7 — Adjustment of Grievances, including arbitration, if necessary, or the Company may elect to leave to the determination of an umpire the question of the nature of the discipline to be imposed.

### **SECTION 2-A—MAINTENANCE OF MEMBERSHIP AND CHECK-OFF**

The following provisions are included in this Agreement pursuant to the "Directive Order" dated August 26, 1942, of the National War Labor Board in Case No. 364 involving the parties hereto:

**Section 2-A—Maintenance of Membership and  
Check-Off (Continued)**

In order to secure the increased production which will result from greater harmony between workers and employers and in the interest of increased cooperation between union and management which cannot exist without a stable and responsible union, the parties hereto agree as follows:

(A) All employees who, fifteen days after the date of said Directive Order (and as to employees for whom the Union may hereafter be certified during the life of this Agreement as the exclusive collective bargaining representative, fifteen days after the date of any such certification), are members of the Union in good standing in accordance with the constitution and by-laws of the Union, and those employees who may thereafter become such members, shall, during the life of this Agreement as a condition of employment, remain members of the Union in good standing.

(B) The Company, for said employees, shall deduct from the first pay of each month the Union dues for the preceding month of one dollar (\$1.00) and promptly remit the same to the International Secretary-Treasurer of the Union. The initiation fee of the Union of three dollars (\$3.00) shall be deducted by the Company and remitted to the International Secretary - Treasurer of the

**Section 2-A—Maintenance of Membership and  
Check-Off (Continued)**

Union in the same manner as dues collections.

(C) The Union shall promptly furnish to the National War Labor Board and to the Company a notarized list of members in good standing fifteen days after the date of said Directive Order. If any employee named on that list asserts that he withdrew from membership in the Union prior to that date and any dispute arises, the assertion or dispute shall be adjudicated by an arbiter appointed by the National War Labor Board whose decision shall be final and binding upon the Union and the employee.

(D) The Union agrees that neither it nor any of its officers or members will intimidate or coerce employees into membership in the Union. If any dispute arises (as to whether there has been any violation of this pledge or whether any employee affected by this clause has been deprived of good standing in any way contrary to the constitution and by-laws of the Union), the dispute shall be regarded as a grievance and shall be handled in accordance with the procedure set forth in Section 7 hereof for the adjustment of grievances, including arbitration, if necessary.

There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employees because of membership in the Union.

**Section 2-A—Maintenance of Membership and  
Check-Off (Continued)**

In order to enable the Company to comply with the foregoing provisions, the list of members in good standing of the Union to be furnished to the Company in accordance with paragraph (C) above shall show separately for each plant the name and address and, insofar as the information shall be available to the Union, the department symbol and check number of each such member. Thereafter, on or before the last day of each month, the Union shall submit to the Company a notarized list showing separately for each plant the name and address, department symbol and check number of each employee who shall have become a member in good standing of the Union since the last previous list of members of the Union in good standing was furnished to the Company and showing the amount of any initiation fee to be deducted from the wages of such employee for the succeeding month and the first month (which shall not be earlier than the month following the one in which the list was submitted) for which Union dues of one dollar (\$1.00) are to be deducted from the wages of such employee in accordance with paragraph (B) above. The Union shall also furnish to the Company a certificate of its President or other qualified officer showing the name and address of the International Secretary-Treasurer of the Union to whom the amounts so deducted are to be remitted.

**Section 2-A—Maintenance of Membership and  
Check-Off (Continued)**

The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon certified lists furnished to the Company by the Union or for the purpose of complying with any of the provisions of this Section.

**SECTION 3—WAGES**

- A. Effective February 15, 1942, in accordance with the "Directive Order" dated August 26, 1942, of the National War Labor Board, each employee shall receive in addition to the earnings received from existing hourly, tonnage, incentive and piece-work rates an amount of five and one-half cents ( $5\frac{1}{2}\text{¢}$ ) for each hour worked or forty-four cents ( $44\text{¢}$ ) for each eight (8) hour turn.

Rates now in effect plus the five and one-half cents ( $5\frac{1}{2}\text{¢}$ ) per hour or forty-four cents ( $44\text{¢}$ ) per eight (8) hour turn, as above provided, shall remain in effect for the duration of this Agreement except as changes may be permissible and accomplished under Section 11.

- B. Trade apprentices in any plant of the Company shall receive not less than the minimum common labor rate, applicable at that plant, for each hour worked during the first period of the trade apprentice training program.

**Section 3—Wages (Continued)**

- C. Women employed to perform work on jobs heretofore performed by men shall receive the same pay for fully performing the same quantity and type of work. Any such jobs with respect to which either party may allege wage rate inequalities shall be subject to the provisions of Section 11.
- D. Effective August 26, 1942, pursuant to said "Directive Order," each employee (except apprentices and learners and other employees heretofore receiving less than the base labor rate) shall be guaranteed and shall receive for each day's work an amount equal to the minimum common labor rate for the particular plant involved, as above increased, multiplied by the number of hours worked by him on that day. If, however, such employee's fixed occupational hourly rate is greater than the above amount, the Company agrees and guarantees that he shall receive for each day's work an amount which shall be not less than his fixed occupational hourly rate plus the addition provided in Paragraph A. of five and one-half cents ( $5\frac{1}{2}\text{¢}$ ) per hour, multiplied by the hours worked by him on that day. Further, in no case shall an employee receive for a given day less than the amount earned by him as a result of the application of piece-work, tonnage or incentive rates. The turn guarantee of incentive

### Section 3—Wages (Continued)

earnings shall not apply on an individual turn basis to those operations concerning which it is not possible to calculate such incentive earnings on the single turn basis, but shall in such cases apply on the smallest practicable number of eight (8) hour turns.

It is understood that as a result of the establishment of this minimum daily guarantee the Company may hereafter request negotiations for adjustments in the incentive, tonnage or piece-work rates. Such negotiations and any final decision relative to the adjustments, if any, shall be based upon the following assumptions and determined in the following manner:

(1) Although the Board (National War Labor Board) recognizes that the adoption of the minimum daily wage guarantee principle is bound to increase to some extent the wage costs of the Companies in that it will increase the weekly pay envelopes of some employees, nevertheless, it is to be understood that the negotiations between the parties over any necessary adjustments in the incentive, tonnage or piece-work rates shall proceed on the assumption that the Company will not have to bear any substantial direct additional wage costs.

(2) The employee's earnings for performing a given quantity and type of work will

### Section 3—Wages (Continued)

not be decreased due to the establishment of the minimum daily guarantee.

(3) The changed rate structure, if changed due to the establishment of the minimum daily guarantee, shall be so constructed as to provide for the same general ratio of labor costs to production as existed prior to the establishment of the minimum daily guarantee except for the five and one-half cents ( $5\frac{1}{2}\text{¢}$ ) per hour addition provided for in Paragraph A. above.

(4) If any changes in the rate structure are effected as a result of the foregoing negotiations, such changes shall become effective as of the date upon which the Union and Company agree upon said changes.

(5) In all cases where the Company and the Union, in the event negotiations are necessary, cannot agree concerning rate structure changes necessary to conform to this Paragraph D., the negotiations shall be conducted in accordance with the grievance procedure provided for in Section 7, including arbitration, if necessary.

### SECTION 4—HOURS OF WORK

- A. This Section is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. This

#### Section 4—Hours of Work (Continued)

Section shall not be considered as any basis for the calculation of overtime.

- B. The normal work day shall be eight (8) consecutive hours of work and sixteen (16) hours of rest in a consecutive twenty-four (24)-hour period, except for rest periods in accordance with practices heretofore prevailing in the plants of the Company.
- C. The normal work week shall be five (5) consecutive work days followed by a rest period of forty-eight (48) consecutive hours within a period of seven (7) consecutive days; provided, however, that on shift changes the sixteen (16)-hour rest period within the work day need not be provided in addition to, but may be considered as a part of, the forty-eight (48) consecutive hour rest period.
- D. Should it be necessary, in the interest of efficient operations, to establish schedules departing from the normal work week, the grievance committee of the plant and the Management of the plant may, at the request of either party, confer to determine whether, based upon the facts of the situation, mutually satisfactory modified schedules can be arranged, but the final right to arrange working schedules rests with Management in order to avoid adversely affecting operation of the plant.

**Section 4—Hours of Work (Continued)**

- E. Determination of the starting time of the daily and weekly work schedules shall be made by the Company and such schedules may be changed by the Company from time to time to suit varying conditions of the business; provided, however, that indiscriminate changes shall not be made in such schedules and provided further that changes deemed necessary by the Company shall be made known to the plant representatives of the Union as far in advance of such changes as is possible.
- F. It is agreed that diligent effort on the part of the Management should result in not less than eighty-five per cent (85%) of all employees being scheduled on the normal work week and Management agrees to furnish the grievance committee in each plant evidence of its performance in this respect from time to time as may be desired by the grievance committee. All schedules departing from the normal work week and mutually agreed to as provided in subsection D above shall be deemed to be included in the aforementioned eighty-five per cent (85%).
- G. In recognition of the difficulties imposed upon Management through failure of employees to comply with working schedules, an employee reporting late for or absenting

#### **Section 4—Hours of Work (Continued)**

himself from work, without just cause, may be subject to discipline in accordance with the provisions of this Agreement. Employees shall, wherever possible, give prior notice to the Company whenever they either report late or absent themselves from work.

### **SECTION 4-A—OVERTIME AND ALLOWED TIME**

#### **A. PURPOSE**

This Section is intended to provide the basis for calculation of, and payment for, overtime and allowed time and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week.

#### **B. DEFINITION OF TERMS**

1. WEEK shall consist of any seven (7) consecutive days regularly used by the Company for the determination of the pay of the employees (which may or may not coincide with a week beginning at 12:01 a.m. Sunday or at the turn-changing hour nearest to that time).
2. OVERTIME RATES mean the rates for the overtime hours worked as provided in subsection C.

#### **C. CONDITIONS UNDER WHICH OVERTIME RATES SHALL BE PAID**

1. Except as provided in Paragraph 2 below, overtime rates shall be paid for

**Section 4-A—Overtime and Allowed Time (Continued)**

- (a) hours worked in excess of eight (8) hours within the twenty-four (24)-hour period commencing with the time the employee begins work;
  - (b) hours worked in excess of forty (40) hours in a week;
  - (c) hours worked on days worked in excess of five (5) days in a week;
  - (d) hours worked on the sixth or seventh day of a seven (7) consecutive-day period during which the first five (5) days were worked, whether or not all of such days fall within the same week, except when worked pursuant to schedules mutually agreed to as provided for in subsection D of Section 4; provided, however, that no overtime will be due under such circumstances unless the employee shall notify his foreman of a claim for overtime within a period of one (1) week after such sixth or seventh day is worked; or
  - (e) hours worked on holidays to the extent provided in Section 12, Holidays.
2. (a) Overtime payments shall not be duplicated for the same hours worked under any of the terms of this Agree-

**Section 4-A—Overtime and Allowed Time (Continued)**

ment and, to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision; provided, however, that when a holiday occurs on any day for which overtime would not otherwise be paid, the hours worked on such holiday shall be counted as hours worked in determining overtime under the provisions of subsection C-1 above.

- (b) By mutual agreement between the plant grievance committee and the local plant management, employees who, due to personal reasons or operating emergencies, fail to complete the hours worked in the department in which they are employed within their scheduled five (5) days of work within the regularly scheduled work week may be permitted, if work is available in the department in which they are regularly employed, to make up within the regularly scheduled work week such time lost to a maximum of forty (40) hours without the payment of overtime rates.

**Section 4-A—Overtime and Allowed Time (Continued)**

- (c) Overtime shall be paid for at time and one-half the regular hourly rate for the occupation on which the overtime hours are worked, and for employees on an incentive, tonnage or piece-work basis, unless a rate for the position has been finally determined in accordance with the provisions of the daily minimum guarantee, the regular hourly rate will be the average hourly earnings for the week, and shall be arrived at by dividing the total amount earned (exclusive of overtime premiums and allowed time provided in subsection D below) by the total actual hours worked during such week.

**D. CONDITIONS PERTAINING TO ALLOWED TIME**

- 1. Employees who are regularly scheduled or who are notified to report and who do report for work shall be paid, in the event no work for which they were scheduled or notified to report is available, for two hours' work at the rate in effect for the occupation at which they were scheduled or for which they were notified to report. At Management's discretion the employees scheduled or notified to report may be assigned to other substan-

**Section 4-A—Overtime and Allowed Time (Continued)**

tially similar work for which they may be qualified in lieu of their being released. Should employees refuse such assignment, they shall not receive the two hours' reporting pay.

2. Employees who are scheduled or who are notified to report and actually begin work at the start of a turn, and work less than four hours, or are assigned or reassigned by Management to other substantially similar work, shall be paid for a minimum of four hours at the rate in effect for the occupation at which they began work. Should employees refuse such work, they shall only be paid for the actual time worked. Employees may be assigned to additional substantially similar work beyond the 4-hour period; and employees so assigned to other work shall be paid for the actual hours worked at the rate of pay for the occupation to which they were assigned.
3. Allowed time under the foregoing provisions shall not be included in the hours worked during the work day or the week for purposes of calculating overtime and likewise shall not be paid for at overtime rates. Hours actually worked under the foregoing provision shall be paid for at overtime rates only when they constitute

**Section 4-A—Overtime and Allowed Time (Continued)**

overtime under the provision of subsection C-1 above. When the occupation for which the employees have reported for work or on which they have begun work is regularly paid on piece-work, tonnage or incentive basis, the pay for allowed time shall be at the rate for the position as finally determined in accordance with the provisions of the daily minimum guarantee and in the absence of such determination at the regular hourly rate arrived at by dividing the total amount earned for the week (exclusive of overtime premiums or allowed time) by the total actual hours worked during such week.

**4. In the event that:**

- (a) strikes, work stoppages in connection with labor disputes, breakdowns of equipment, or failure of utilities, or acts of God interfere with work being provided, or
- (b) an employee is not put to work or is laid off after having been put to work, either at his own request or due to his own fault,

the provisions of this subsection D do not apply.

#### Section 4-A—Overtime and Allowed Time (Continued)

The provisions of this subsection D shall not apply in the event Management gives such reasonable notice, as determined by Management and the plant grievance committee, of a change in schedule or reporting time and that the employee scheduled or notified to report for work need not report.

### SECTION 5—VACATIONS

Each employee who, prior to July 1, of the year 1942, and of each subsequent calendar year during the continuance of this Agreement, has been continuously in the employ of the Company for three or more years, shall receive during such calendar year one (1) week's vacation with pay, and each employee who has been continuously in the employ of the Company for fifteen (15) or more years shall receive two (2) weeks' vacation with pay.

A one (1) week's vacation shall consist of seven (7) consecutive days and a two (2) weeks' vacation of fourteen (14) consecutive days; provided, however, that in the event the orderly operations of the plant require, the two (2) weeks' vacation may, by mutual agreement, be taken in two (2) periods of seven (7) consecutive days each.

Continuous service shall be determined by the employee's first employment in any plant of the Company and in accordance with the provisions

#### Section 5—Vacations (Continued)

for determination of continuous service as set forth under Section 6 hereof.

Promptly after the commencement of each calendar year each eligible employee shall be requested to specify the vacation period he desires. Vacations will, so far as possible, be granted at times most desired by employees (longer service employees being given preference as to choice), but the final right to allot vacation periods, and the right to change such allotments, is exclusively reserved to the Company in order to insure the orderly operation of the plants.

It is understood and agreed that a temporary shutdown in any department, for any reason, between June 1 and October 1, unless other periods are mutually agreed upon, may be designated as comprising the vacation period for any employees of the department who are qualified to receive vacation privileges.

Each employee granted a vacation will be paid at his average rate of earnings per hour for the first two of the three closed and calculated pay periods immediately preceding the actual vacation period. If the employee did not work in the two (2) pay periods defined above, he shall be paid at his average rate of earnings per hour for the last two (2) closed and calculated pay periods worked preceding the vacation period.

#### Section 5—Vacations (Continued)

For the purposes of this Section, "pay period" shall mean a two (2)-week period or a semi-monthly period. Hours of pay for each vacation week will be the average hours per week worked by the employee during the two (2) pay periods as defined above, but not less than forty (40) hours per week nor more than forty-eight (48) hours per week.

It is agreed that the intent of this Section is to provide vacations to eligible employees who have been consistently employed. Consistent employment shall be construed to mean the receipt of earnings in at least sixty (60) per cent of the pay periods within the period intervening between July 1 of each calendar year.

Notwithstanding the employee's accumulation of three or more years' continuous service and his eligibility therefore for vacation, the requirement of earnings in a minimum of sixty (60) per cent of the pay periods shall be in addition to such service eligibility.

The Union and the Company agree that their mutual objective is the attainment of maximum production and the expedition of the War Program, and that if, in the opinion of Management, this vacation program would interfere with the attainment of this objective, any eligible employee may be required, at the option of the Company, to continue work and receive a vacation pay in lieu of actual vacation from

#### **Section 5—Vacations (Continued)**

work. The vacation pay due such employee will be his average earnings per hour times the average weekly hours for the first six (6) months of the calendar year, provided that this provision shall not apply to the year 1942 for vacations determined at the date of this Agreement. The hours of vacation pay due such employee for each vacation week shall not be less than forty (40) hours per week nor more than forty-eight (48) hours per week. Pay due such employees shall be included with the first pay in October. However, it is the intent that, to the greatest degree possible, in Management's judgment, eligible employees shall receive the benefit of vacation from work.

No employee shall be eligible to receive any benefits under this Section if he resigns from the employment of the Company or if he is discharged.

#### **SECTION 6—SENIORITY**

It is understood and agreed that in all cases of:

1. Promotion, (except promotions to positions excluded under the definition of "employees" in Section 1 hereof) the following factors as listed below shall be considered; however, only where factors "a" and "b" are relatively equal shall length of continuous service be the determining factor:

**Section 6—Seniority (Continued)**

- a. Ability to perform the work;
  - b. Physical fitness;
  - c. Continuous service.
2. Increase or decrease in forces—the following factors as listed below shall be considered; however, only where both factors “a” and “b” are relatively equal shall continuous service be the determining factor:
- a. Ability to perform the work;
  - b. Physical fitness;
  - c. Continuous service.

Determination of the units of operation within a given plant to which the above factors shall be applied shall be made, when required by either party, by local agreement between the Management and the grievance committee at each plant.

It is agreed that the computation of length of continuous service shall be based on the United States Steel and Carnegie Pension Fund Rules for service continuity for all service up to and including March 31, 1941, which service shall be the total accumulated service as of that date and as provided under the Pension Fund Rules referred to above. Effective April 1, 1941, length of continuous service shall be calculated from

**Section 6—Seniority (Continued)**

that date or from subsequent date of hiring in accordance with the following provisions:

1. There shall be no deduction of any time lost which does not constitute a break in continuity of service. Continuous service is broken by:
  - a. Voluntarily quitting the service;
  - b. Absence due to discharge, termination, suspension or leave of absence, any of which continues for more than six (6) months; or
  - c. Absence due either to layoff or to disability or both which continues for more than two years; provided, however, that employees injured while on duty shall accumulate credit for continuous service until the termination of the period for which statutory compensation is payable.

New employees and those hired after a break in continuity of service will be regarded as probationary employees for the first three (3) months of their employment and will receive no continuous service credit during such period. Probationary employees may be laid off or discharged as exclusively determined by Management, provided that this provision will not be used for purposes of discrimination because of membership in the Union. Probationary employ-

#### **Section 6—Seniority (Continued)**

ees continued in the service of the Company subsequent to three (3) months from date of original hiring shall receive full continuous service credit from date of original hiring.

It is recognized that, due to war emergencies, new plant or department capacities may be added or expanded, necessitating transfer of employees. It is agreed that problems arising out of the transfer of employees, or the retransfer of employees from new plants to the plants or departments from which they were originally transferred, or the transfer of employees from discontinued departments or plants to new plants or departments within the same operating district, are matters for which adjustment shall be sought between local plant Management and local grievance committees.

### **SECTION 7—ADJUSTMENT OF GRIEVANCES**

The procedural steps for the settlement of grievances hereinafter set forth represent a general standard which may be modified at any plant by agreement between the Management and the Union if the modifications agreed upon are in keeping with a procedure best suited for the orderly and expeditious settlement of grievances at the plant in question.

The procedure under this Section is available to either the Company or the Union for the

**Section 7—Adjustment of Grievances (Continued)**

presentation and settlement of grievances arising hereunder.

The grievance committee for each plant shall consist of not less than three employees of that plant and not more than ten such employees designated by the Union who will be afforded such time off without pay as may be required:—

1. to attend regularly scheduled committee meetings, which shall be held not less than once each month (unless by agreement between the grievance committee and the plant Management no monthly meeting is required),
2. to attend meetings pertaining to discharge or other matters which cannot reasonably be delayed until the time of the next regular meeting, and
3. to visit departments other than their own at all reasonable times for the purpose of transacting the legitimate business of the grievance committee after notice to the head of the department to be visited and permission from their own department head, or his designated representative.

The actual number of members of the grievance committee at each plant shall be mutually agreed upon between the General Superintendent of the plant and the Union. The grievance

**Section 7—Adjustment of Grievances (Continued)**

committeemen shall be selected by the Union from the plant divisions or departments which they are to represent. However, in no case shall there be more than one grievance committeeman selected from any department or plant division.

The parties agree that in the interest of proper disposition of grievances there may be appointed assistant grievance committeemen who shall aid the grievance committee established hereunder.

Such assistants shall be appointed by the Union at any plant where the grievance committee feels there is need for such appointment and the number of such assistants shall not exceed the totals indicated in the following table: •

One per 200 employees in plants of 5,000 and under.

One per 300 employees in plants of over 5,000 and up to 10,000.

One per 400 employees in plants of over 10,000 and up to 15,000.

One per 500 employees in plants of 15,000 and over.

The parties agree that the allocation of such assistants to plant departments, subdivisions, or groupings thereof shall be determined by mutual agreement between the Management and grievance committee at each plant subject to the following:

**Section 7—Adjustment of Grievances (Continued)**

1. The duties of the assistant grievance committeeman shall be limited to the handling of grievances within the geographical boundaries of the department, subdivision, or groupings thereof from which he is selected and in which he is appointed to serve.
2. The assistant grievance committeeman shall be limited in the handling of grievances to the procedural steps 1 and 2 set forth hereafter.
3. Upon reasonable notice to and approval by his immediate supervisor, the assistant grievance committeeman will be afforded such time off without pay, as may be required for the purpose of investigating the facts essential to the settlement of any grievance and the disposition thereof.

Should differences arise between the Company and the Union as to the meaning and application of the provisions of this Agreement or as to any question relating to the wages, hours of work and other conditions of employment of any employee, there shall be no interruption or impeding of the work, work stoppages, strikes or lockouts on account of such differences, but an earnest effort shall be made to settle the matter promptly in the manner hereinafter outlined.

**Section 7—Adjustment of Grievances (Continued)**

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One per 500 employees in plants of 15,000 and over.

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**Section 7—Adjustment of Grievances (Continued)**

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Should differences arise between the Company and the Union as to the meaning and application of the provisions of this Agreement or as to any question relating to the wages, hours of work and other conditions of employment of any employee, there shall be no interruption or impeding of the work, work stoppages, strikes or lockouts on account of such differences, but an earnest effort shall be made to settle the matter promptly in the manner hereinafter outlined.

**Section 7—Adjustment of Grievances (Continued)**

Any employee who believes that he has a justifiable request or complaint may discuss the request or alleged complaint with his foreman, with or without the assistant grievance committeeman or grievance committeeman being present, as he may elect, in an attempt to settle same. Any request or complaint not disposed of shall constitute a grievance within the meaning of this Section, "Adjustment of Grievances."

Step 1. The employee, if dissatisfied with the disposition of the request or complaint as presented to his foreman may have his alleged grievance presented to his foreman by the assistant grievance committeeman or his grievance committeeman with or without the employee being present, as the employee may elect. The grievance presented in this step shall be set forth in writing on appropriate forms and the foreman shall be required to answer the complaint within three days exclusive of Sundays and holidays from date of presentation in such written form.

The grievance form shall be dated and signed by the employee and grievance committeeman or assistant grievance committeeman and two copies given the foreman, who will insert his disposition, sign and date same, returning one copy to the grievance committeeman or assistant grievance committeeman.

#### Section 7—Adjustment of Grievances (Continued)

Step 2. An employee desiring to appeal his grievance to the department superintendent shall do so within ten (10) days, exclusive of Sundays and holidays, after return from the foreman of the grievance form with the foreman's disposition noted thereon. Grievances thus appealed shall be discussed in an attempt of settlement at a mutually convenient time between the grievance committeeman or his assistant and the superintendent of the department or his representative. The discussion and disposition of the grievance shall occur not more than ten (10) days, exclusive of Sundays and holidays, subsequent to the date that the superintendent of the department was presented with the grievance form representing an appeal from the foreman's decision. The disposition of the grievance by the superintendent and the date thereof shall be recorded on the employee's and the superintendent's copies of the grievance form.

Step 3. In the event no satisfactory settlement of the grievance is arrived at in Step 2 of this procedure, the grievance committee may present the grievance to the General Superintendent of the plant or his representative at the next regular monthly meeting of the grievance committee. Grievances to be discussed at such regular monthly meeting shall be listed on agenda forms by the grievance committee and the Management and copies of such forms shall be exchanged not less than three (3) days before

#### **Section 7—Adjustment of Grievances (Continued)**

such meeting. Grievances not listed in the agenda shall not be discussed at said grievance meeting except as mutually agreed upon. Grievances on the agenda or evidence not previously discussed in Steps 1 and 2 hereof may be referred back for such discussion unless the grievances relate to matters general in character which cannot be settled by individual foremen or departmental superintendents. Nothing in this Step 3 shall preclude additional meetings, as there may be mutual recognition of such need in accordance with the intent of this Section.

Grievances to be discussed at such meetings may be fully investigated by a member of the grievance committee who shall be afforded such time off without pay as may be necessary for purposes of such complete investigation, which time off shall occur between the date of filing of the grievance in Step 1 hereof and its discussion at the meeting herein referred to.

Grievances discussed in such meeting and not settled shall be answered in writing by plant Management not later than ten (10) days, exclusive of Sundays and holidays, after the date of such meeting unless by mutual agreement a different date for disposition is agreed upon.

Grievances not appealed from the disposition in the meeting within ten (10) days thereof, or not appealed within ten (10) days from the date of the written answers as above provided shall

#### **Section 7—Adjustment of Grievances (Continued)**

be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

Minutes of all Step 3 meetings shall be prepared by the Superintendent of Industrial Relations, jointly signed by the Chairman or Secretary of the grievance committee and the Superintendent of Industrial Relations, and two copies of such minutes shall be handed the grievance committee not later than ten (10) days following the date on which the meeting was held, or the date on which the written decision was made. Minutes shall be typed and shall conform essentially to the following outline:

- a. Date and place of meeting.
- b. Names and positions of those present and those absent.
- c. Identifying number and description of each grievance discussed.
- d. Brief statement of Union position.
- e. Brief statement of Company position.
- f. Summary of the discussion.
- g. Decision reached.
- h. Statement of concurrence in or exceptions to decision.
- i. Statement as to whether decision accepted or rejected.

#### Section 7—Adjustment of Grievances (Continued)

Step 4. Grievances not satisfactorily settled in Step 3 may be appealed for discussion in an attempt to reach a mutually satisfactory settlement between the representative of the International Union certified to the Management in writing and the representative of the Company, similarly certified by the Company.

Written notice of appeal shall be served by either representative designated above on the other prior to the expiration of ten (10) days following disposition in Step 3 hereof. Such notice shall state subject matter of grievance, identifying number and objections taken by either party to previous dispositions.

Either party may request a further statement of facts to be made available not later than three (3) days preceding the date set for the Step 4 meeting and either party may produce witnesses who, being familiar with the facts involved, may aid in a solution of the problem. In the interest of expeditious and unprejudiced handling of grievances, it is intended that attendance at Step 4 meetings shall be limited to the representative of the Company and the representative of the Union, unless otherwise mutually agreed upon in advance of the meeting. Witnesses desired by either party shall be available as needed, but shall be restricted as to attendance to the time required for their testimony. Further, no employee grievances shall be

#### Section 7—Adjustment of Grievances (Continued)

permitted to progress into this step without review by the District Union Executive.

Step 5. Whenever either party concludes that further conferences in Step 4 cannot contribute to settlement of the grievance, such grievance may be appealed by either party to an impartial umpire to be appointed by mutual agreement of the parties hereto within fifteen (15) days following receipt by either party of a written request for such appointment. The decision of the umpire shall be final. The expense and salary incident to the services of the umpire shall be shared equally by the Company and the Union. Awards or settlement of grievances may or may not be retroactive as the equities of each case (discharge cases excepted) may demand, but in no event shall any award be retroactive beyond the date on which the grievance was first presented in written form in Step 1 of this procedure.

An umpire to whom any grievance shall be submitted in accordance with the provisions of this Section shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of such grievance, but he shall not have jurisdiction or authority to alter in any way the provisions of this Agreement.

It is agreed by the parties hereto that procedure provided in this Section, if followed in

#### **Section 7—Adjustment of Grievances (Continued)**

good faith by both parties, is adequate for fair and expeditious settlement of any grievances arising in any plant of the Company. It is understood and agreed that grievances to be considered must be filed promptly after the occurrence thereof. It is further understood that an interruption or impeding of the work, stoppage, or strike on the part of the Union, or a lockout on the part of the Company, shall be a violation of this Agreement, and that under no circumstances shall the parties hereto discuss the grievance in question or any other grievances while the work interruption, impeding or suspension of work is in effect. It is further agreed that, if this procedure is not followed and as a result of such failure an interruption or impeding of the work, stoppage or strike occurs, the offending person or persons refusing to resume normal work may be suspended and later discharged from the employ of the Company in accordance with Section 9 of this Agreement, provided, however, that prior to such discharge the Company will provide a list of names, check numbers and addresses of employees considered by it to be involved to the representatives of the Union in the District in which the plant is located.

#### **SECTION 8—MANAGEMENT**

The Management of the works and the direction of the working forces, including the right to hire, suspend or discharge for proper cause,

#### **Section 8—Management (Continued)**

or transfer, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Company, provided that this will not be used for purposes of discrimination against any member of the Union.

### **SECTION 9—DISCHARGE CASES**

In the exercise of its rights as set forth in Section 8, Management agrees that a member of the Union shall not be peremptorily discharged from and after the date hereof, but that in all instances in which Management may conclude that an employee's conduct may justify suspension or discharge, he shall be first suspended. Such initial suspension shall be for not more than five (5) calendar days. During this period of initial suspension the employee may, if he believes that he has been unjustly dealt with, request a hearing and a statement of the offense before his department head with an assistant grievance committeeman or grievance committeeman present as he may choose, or the General Superintendent, or the Manager of the Plant with or without the member or members of the grievance committee present, as he similarly may choose. At such hearing the facts concerning the case shall be made available to both parties. After such hearing Management may conclude whether the suspension shall be converted into

#### **Section 9—Discharge Cases (Continued)**

discharge or, dependent upon the facts of the case, that such suspension may be extended or revoked. If the suspension is revoked the employee shall be returned to employment and receive full compensation at his regular rate of pay for the time lost, but in the event a disposition shall result in either the affirmation or extension of the suspension or discharge of the employee, the employee may within five (5) days after such disposition allege a grievance which shall be handled in accordance with the procedure of Section 7—"Adjustment of Grievances." Final decision on all suspension or discharge cases shall be made by the Company within five (5) days from the date of filing of the grievance, if any. Should it be determined by the Company or by an umpire in accordance with Step 5 of the grievance procedure that the employee has been discharged or suspended unjustly, the Company shall reinstate the employee and pay full compensation at the employee's regular rate of pay for the time lost.

#### **SECTION 10—SAFETY AND HEALTH**

The Company shall continue to make reasonable provisions for the safety and health of its employees at the plant during the hours of their employment. Protective devices, wearing apparel and other equipment necessary to properly protect employees from injury shall be provided by the Company in accordance with the practices

#### **Section 10—Safety and Health (Continued)**

now prevailing in each separate plant. Proper heating and ventilating systems shall be installed where needed.

### **SECTION 11—RATE ESTABLISHMENT AND ADJUSTMENT**

It is recognized that changing conditions and circumstances may from time to time require adjustment of wage rates or modification of wage rate plans because of alleged inequalities, development of new manufacturing processes, changes in the content of jobs, or improvements brought about by the Company in the interest of improved methods and product. Under such circumstances the following procedure shall apply:

1. When a bona fide new job or position is to be established:
  - a. Management will develop an appropriate rate by the regular procedure in effect in the Company.
  - b. Such procedure having been conformed to, the rate proposals so developed will be explained to the grievance committee with the objective of obtaining their agreement to the installation of the proposed rate, or, to the installation of the proposed rate for an agreed upon period which will serve as a trial period. Management may thereupon establish the rate and

**Section 11—Rate Establishment and Adjustment (Continued)**

it may subsequently be subject to adjustment as provided in Paragraph c below.

- c. Grievances may be alleged by either the employees or Management concerning such rates as follows: In the event there has been no agreement as to the rate to be installed, it shall be considered as if a grievance had been filed in writing on behalf of all employees covered by such rate as of the date of the installation of the rate and the employee commencing to work. No such grievance may be progressed under the provisions of Section 7 hereof until after the lapse of a reasonable period, which may vary with the type of operation or equipment to which the new rates apply, provided that unless a greater period has been agreed upon, such reasonable period shall not exceed three (3) months.

If the grievance filed hereunder cannot be satisfactorily adjusted by mutual agreement, the question as to the equity of such rates in relation to the plant rate structure or such Company rate structure as may result from Paragraph 2 hereunder and the

## **Section 11—Rate Establishment and Adjustment (Continued)**

requirements of the job or position as established by sound industrial engineering procedures may be appealed to an impartial umpire in accordance with Section 7—"Adjustment of Grievances," and while the umpire may make an award retroactive to the date the grievance was filed, in the absence of an agreed upon trial period the umpire shall be charged in all such cases with considering in any determinations the necessity and equity of a rate trial and experimental period so as to enable Management to figure a correct rate for new jobs, and these equities as well as the equities to the employees shall be fully considered by the umpire in the case of retroactive awards.

### **2. Wage Inequalities**

It is alleged by both parties hereto that certain inequalities exist in the wage rates now in effect in plants of the Company and it is the desire of the parties to eliminate such inequalities and to provide an equitable rate balance. To accomplish this end, the parties hereby agree:

- a. There shall be established a joint commission to consist of seven (7) represen-

**Section 11—Rate Establishment and Adjustment (Continued)**

tatives of the Union and an equal number of representatives of the Company and certain affiliated Companies. One representative of the Union and one representative of the Companies shall be members at large. The joint commission shall immediately initiate a study for the purpose of agreeing upon a formula by which wage-rate inequalities in the Company may be determined, this formula to form the basis upon which a fair and equitable rate structure within the Company may be agreed upon and adjusted without any substantial increase in the Company's total payroll cost or prejudice to the Company's competitive position. The Company agrees to make available to the joint commission such information as may be necessary for a complete understanding of job evaluation rate development and determination and to permit the joint commission to develop a reasonable plan to accomplish the purposes of this Section.

- b. The joint commission shall report back to a joint collective bargaining conference of representatives of the Union and representatives of the Companies represented on such joint committee on or before November 1, 1942, and shall furnish to the conference a formula and specific

**Section 11—Rate Establishment and Adjustment (Continued)**

recommendations for the establishment and maintenance of an equitable wage-rate structure within the Company.

- c. It is agreed that, pending the report of the joint commission to the joint conference, wage-rate grievances under the grievance procedure provided in this Agreement (unless arising because of conditions set forth under Section 11, subdivisions 1 and 3 of this Agreement) will be deferred as to settlement and neither the Union nor the Company will present any grievances based upon alleged existing wage-rate inequalities, but such delay shall be without prejudice to the rights of either party.
- d. In the event that the collective bargaining conference fails to adopt the report and recommendations of the joint commission and no agreement is reached by said conference with respect to wage-rate inequality adjustments, this Section shall have no further effect and both parties hereto will have all rights and privileges that would have been available to them had this Section not been agreed upon both in collective bargaining between the parties and in the event of disagreement, in the presentation of any issue arising

**Section 11—Rate Establishment and Adjustment (Continued)**

hereunder to the National War Labor Board.

3. When changes are made in equipment, method of processing, material processed, or quality or production standards which would result in a substantial change in job duties or requirements; or where over a period of time an accumulation of minor changes of this type have occurred which, in total, have resulted in a substantial change in job duties or requirements, adjustments of hourly, incentive, and tonnage rates may be required provided, however, that during such period as the provision of part 2-c of this Section shall apply no grievance shall be alleged under this paragraph and no adjustments of hourly, incentive, or tonnage rates because of conditions described in this paragraph shall be made and no new hourly, incentive, or tonnage rates shall be applied except that when new operations, new departments, or new plants coming into production require such rates to be established they shall be established where necessary and in the following manner:

- a. In such cases Management will follow the procedure outlined in 1-a above. In addition, the rate proposals so developed will be fully explained to the Union representatives with the objective of obtaining their agreement to the proposals on the basis of equity. Negotiations may be

**Section 11—Rate Establishment and Adjustment (Continued)**

instituted by the grievance committeemen representing affected employees or by Management. If subsequent rate studies are necessary, Management will acquaint the Union grievance committeeman or committee regarding such study and seek their cooperation. When the study has been completed and the proposed new rates computed, Management representatives will again confer with the committeeman or committee and fully explain the study. The procedure involved in explanation and negotiations will be that procedure outlined in Section 7 of the Agreement under which the first contacts will be with the foreman, with negotiations continuing through the successive steps of such procedure.

- b. Should Management and Union representatives fail to reach an agreement as to rates, they shall then endeavor to arrive at an agreement for the installation of the proposed rates for three-months' or otherwise agreed upon period which will serve as a trial or experimental period. At the conclusion of the trial or experimental period the results of the study and the related facts and the experience accumulated will (if formally requested in writing by Management or

**Section 11—Rate Establishment and Adjustment (Continued)**

the Union representatives within thirty (30) days thereafter) be further reviewed jointly by Management representatives and the Union for the purpose of making such further adjustment as the facts and experience accumulated warrant. Any adjustment of rates agreed to during the trial or experimental period shall be effective as of the date immediately following the completion of such trial or experimental period.

- c. In the absence of agreement in accordance with provisions of "b" above, Management may establish the new rates and the Union may carry the grievance through all steps of the contract procedure established for the settlement of grievances for determination as to whether the earnings received by the employees from the new rates have resulted in a lowering of the rates applicable to them under Section 3 of this Agreement or a failure to provide proper compensation for such increased effort, if any, brought about by the changes in the job duties or requirements.

## SECTION 12—HOLIDAYS

The following days shall be considered holidays:

July 4th,  
Labor Day, and  
Christmas.

On these holidays there shall normally be no regular production work except in cases of continuous operations, or during periods of national emergency.

Employees not engaged in continuous operations, (and, during the present national emergency, all employees) if required to work on the holidays herein enumerated, shall be paid at the rate of time and one-half for all hours worked.

If, by reason of holiday observance, an employee otherwise scheduled to work on the day on which such holiday occurs is not required to work on that day, but is required to work what would have been his sixth day of work had he worked on such holiday, he shall be paid at the rate of time and one-half his regular rate of pay for hours worked on such day; where such hours are worked by mutual agreement between plant management and the grievance committee, the regular rate of pay shall apply.

## SECTION 13—MILITARY SERVICE

A. Except as shall be otherwise provided by law or by agreement in writing between the parties hereto, should any employee (other than a temporary employee) at a plant, who has entered or shall enter the military or naval service of the United States be honorably discharged from such service, and shall within forty (40) days after such discharge therefrom apply to the Company in writing for reemployment at such plant, for the purposes of Section 6 of this Agreement, his record of continuous service at that plant shall be deemed not to have been broken by his absence on such military or naval service and, on the basis of said seniority, (determined in accordance with the provisions of said Section 6) he shall be entitled to reemployment at such plant, if and when work for which he shall be qualified to perform shall be available there in an occupation of like status and pay, and provided that he shall be given preference over any other employee with less seniority as so determined by said Section 6. If an employee so applying for reemployment shall so request, he shall be granted a leave of absence without pay not to exceed sixty (60) days before he shall return to work.

B. If an employee who would otherwise have been entitled to a vacation with pay, or in lieu thereof to vacation pay, under the provisions of Section 5 of this Agreement, during the calen-

### Section 13—Military Service (Continued)

dar year in which he shall enter the military or naval service of the United States before he shall have taken such vacation, or before he shall have accepted vacation pay in lieu of a vacation, he shall be paid an amount equal to the vacation pay which he would have been entitled to receive for the period of such vacation.

### SECTION 14—PRIOR AGREEMENT

This 1942 Agreement terminates the Agreement of April 1, 1941, between the parties, and no grievances, alleged because of conditions existing while said 1941 Agreement was in effect, unless such conditions continue in effect, shall be presented for adjustment under either the 1941 or 1942 Agreement, except that grievances which as of the date of this 1942 Agreement have been submitted in writing and are in the process of being adjusted under the grievance procedure under the 1941 Agreement may be considered under the grievance procedure set forth in this 1942 Agreement and settled in accordance with the applicable provision of the 1941 Agreement in effect at the time the grievances were alleged.

## **SECTION 15—TERMINATION DATE**

The terms and conditions of this Agreement shall continue in effect until changed or terminated, as follows:

- a. Either party may at any time and from time to time give ten (10) days' written notice to the other party of the time for the commencement of a conference of the parties for the purpose of negotiating the terms and conditions of a change of the 1942 Agreement, which conference shall be at the office of the Company in Pittsburgh, Pennsylvania, unless otherwise mutually agreed, and
- b. If, because of failure to agree, the 1942 Agreement is not changed by a written agreement entered into by the Company and the Union within thirty (30) days from the giving of said notice, then the 1942 Agreement and all of the provisions thereof, shall terminate upon the expiration of thirty (30) days from the giving of said notice.

The foregoing provisions of this section shall not be construed as an agreement on the part of the Company, either expressly or by implication, to conform any provision of this Agreement, retroactively or otherwise, to the provisions of any other agreement which the Union may have

**Section 15—Termination Date (Continued)**

made or may hereafter make with any other company in the steel industry.

The parties agree that this Agreement is one for the period of time between the date hereof and a date which is thirty (30) days following the serving of notice hereunder.

Notice hereunder shall be given by registered mail, be completed by and at the time of mailing, and if by the Company, be addressed to United Steelworkers of America, Commonwealth Building, Pittsburgh, Pennsylvania, and if by the Union, be addressed to the Company at Carnegie Building, Pittsburgh, Pennsylvania. Either party may, by like written notice, change the address to which registered mail notice to it shall be given.

*Signatures to Agreement on pages 54 and 55*

**Carnegie-Illinois Steel Corporation**

By S/ J. L. PERRY  
*President*

By S/ J. E. LOSE  
*Vice President, Operations*

By S/ E. E. MOORE  
*Vice President,  
Industrial Relations*

## United Steelworkers of America

By S/ PHILIP MURRAY  
*President*

By S/ DAVID J. McDONALD  
*Secretary-Treasurer*

By S/ VAN A. BITTNER  
*Assistant to President*

By S/ CLINTON S. GOLDEN  
*Assistant to President*

By S/ LEE PRESSMAN  
*General Counsel*

S/ JAMES J. THOMAS  
*District Director*

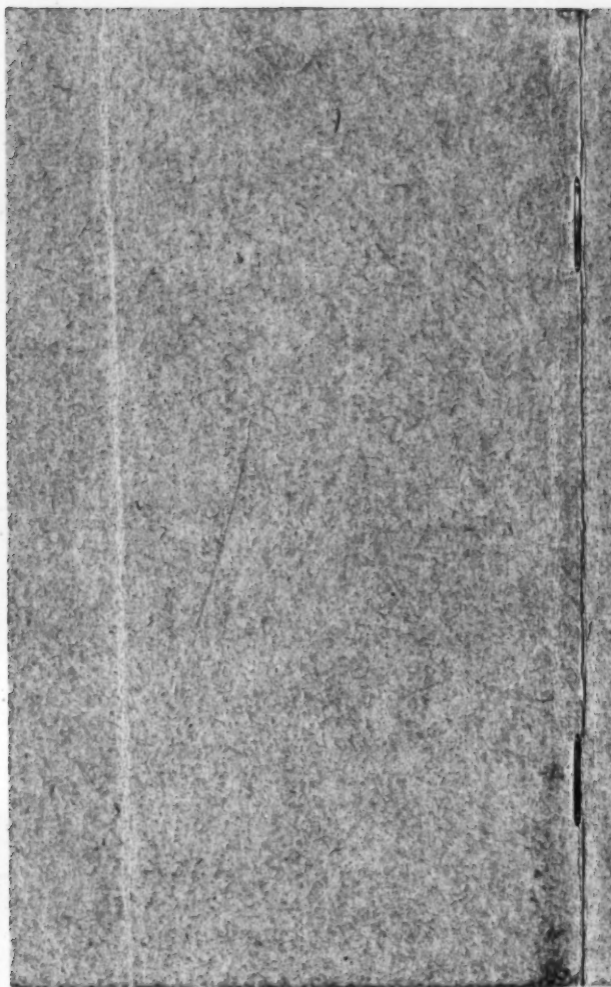
S/ ELMER J. MALOY  
*International Representative*

S/ JOSEPH GOIN  
*International Representative*

S/ ANTHONY PISCIONE  
*President, Local Union 1014*

S/ WILLIAM J. THEIS  
*President, Local Union 1557*





*Milwaukee*

**Allis-Chalmers Manufacturing  
Company**

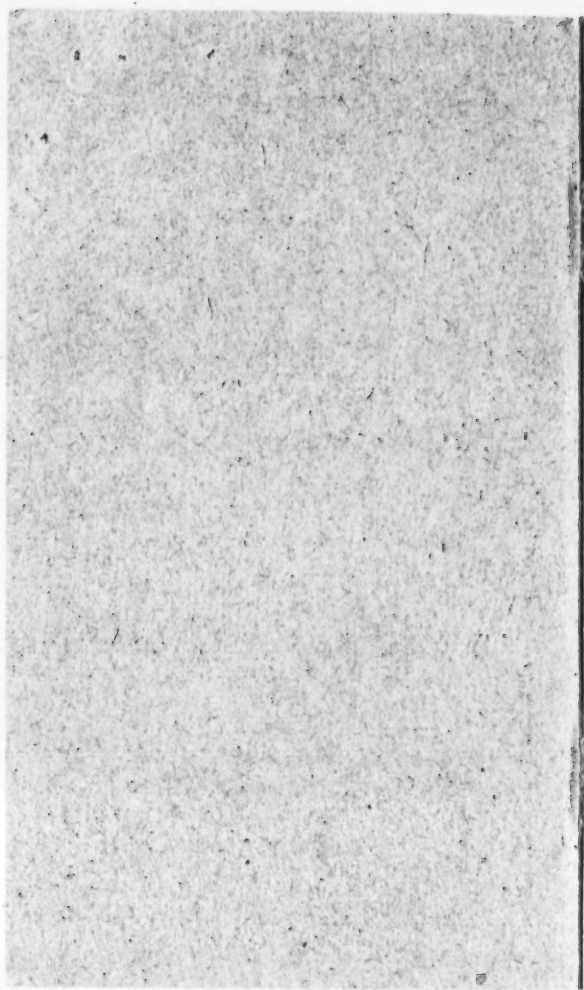
**1943**

**AGREEMENT**

with

**Allis-Chalmers Workers' Union  
Local 248**

of the  
**United Automobile Aircraft and  
Agricultural Implement Work-  
ers of America Affiliated with the  
C.I.O.**



**Allis-Chalmers Manufacturing  
Company**

**1943**

**AGREEMENT**

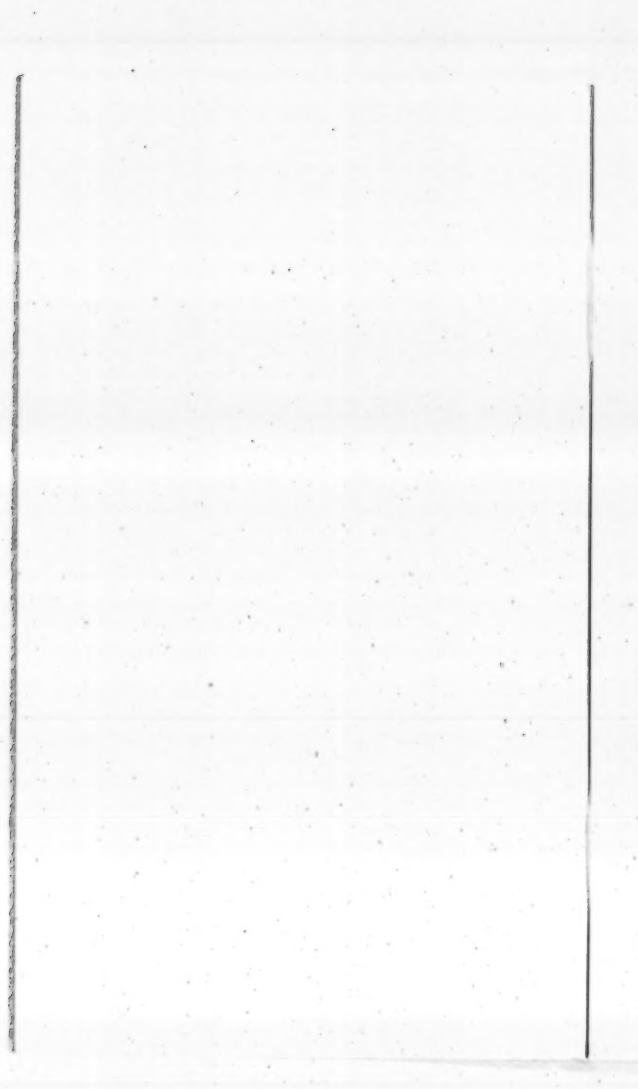
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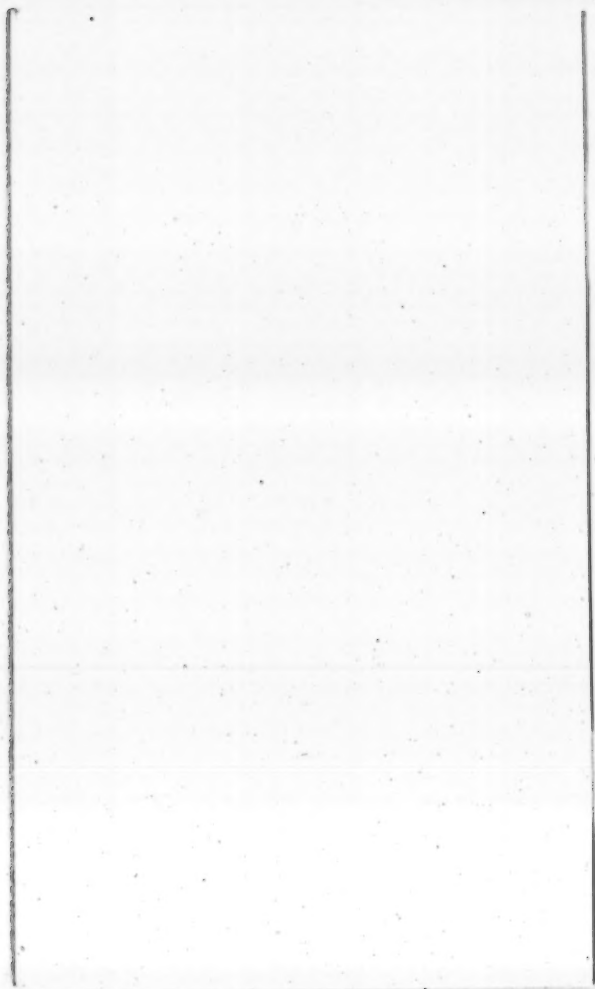
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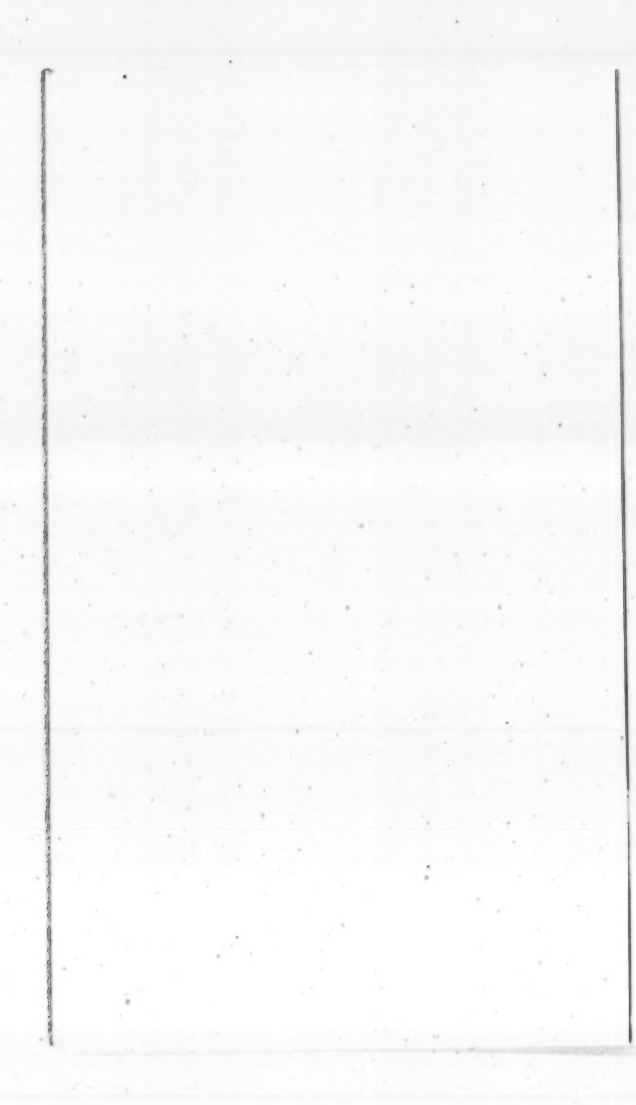
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1943

**AGREEMENT**



- 1 **ALLIS-CHALMERS MANUFACTURING COMPANY** (hereinafter referred to as the "Company"), and **ALLIS-CHALMERS WORKERS' UNION, LOCAL 248**, of the **UNITED AUTOMOBILE, AIRCRAFT, AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA**, affiliated with the **C.I.O.**, (hereinafter referred to as the "Union"), acting pursuant to law as the exclusive bargaining agency for the employees covered by this agreement, agree as follows:

## **Recognition**

- 2 **A.** Pursuant to and in conformity with the National Labor Relations Act, the Company recognizes the Union as the sole and exclusive bargaining agency for the employees at its West Allis plant to whom this agreement applies, provided that nothing herein shall be construed to prevent any aggrieved employee or employees from presenting grievances directly to the Company.

## **Coverage**

- 3 **B.** This agreement applies only to production employees (at the West Allis plant of the Company) exclusive of supervisory employees; draftsmen; technical engineers; maintenance electricians; powerhouse employees; and those individuals in the following classifications:

- (1) Superintendents and Assistant Superintendents;
- (2) General Foremen, Foremen and Assistant Foremen;
- (3) Inspectors;
- (4) Graduate student apprentices;
- (5) Indentured apprentices;
- (6) Cooperative student apprentices;
- (7) Time study Foremen;
- (8) Apprentice supervisors;
- (9) Timekeepers;
- (10) Plant protection employees; and
- (11) Confidential employees;

and all other employees who "act directly or indirectly in the interest of the Company" (within the meaning of such quoted phrase in the National Labor Relations Act).

- 4 But nothing contained in this article shall prevent the Union from obtaining judicial determination as to the legal correctness of the exclusion of any of the above classified employees from the coverage of this agreement.

- 5 The terms "employee" and "employees" as used in this agreement (except where the context clearly indicates otherwise) shall mean an employe or employees covered by this agreement.

## Security

- 6 **C.** The Company recognizes and will not interfere with the right of its employes to become members of the Union. Neither the Company nor any of its agents will exercise discrimination, interference, restraint or coercion against any member of the Union on account of such membership.
- 7 The Company declares that it will pursue the firm policy of not aiding or supporting in any manner whatsoever any employe or group of employes for the purpose of undermining the Union.
- 8 **D.** No employe will be permitted to engage in any activity in any way related to or connected with the work of a labor organization or of collective bargaining on Company premises, except as provided in the agreements with labor organizations certified as the exclusive bargaining agencies in the various bargaining units in the plant.
- 9 **E.** *When any employe, either a present or future member of the Union, individually and voluntarily certifies in writing after April 2, 1943, (the date of the Directive Order), that he authorizes Union dues deductions and that he will as a condition of employment maintain his membership in the Union in good standing during the life of the con-*

tract, such employe shall be obligated to maintain his membership in the Union in good standing during the life of the contract as a condition of employment. Upon receipt of the above authorization, the Company agrees to deduct from the first pay of each month the Union dues in the amount of One Dollar (\$1.00) to be paid to the proper Union officials.

- 10      The authorization referred to above shall be in the following form:

TO ALLIS-CHALMERS MANUFACTURING COMPANY

I, .....,

Clock No. ...., .....Dept.  
hereby voluntarily certify that

(1) I authorize the Company to deduct One Dollar (\$1.00) per month from my future Company pay checks for Union dues and direct that such dues be paid to the proper official designated by Local

..... and

(2) I will, as a condition of employment, maintain my membership in Local ..... in good standing during the life of the agreement.

.....  
Date

.....  
Signature

- 11      Any dispute as to the interpretation or application of the provisions

*of this Article, shall be adjudicated by an arbitrator appointed by the National War Labor Board whose decision shall be final.*

## **Union Duties and Privileges**

- 12 **F.** The Union agrees that neither the Union nor its members will intimidate or coerce employes, or solicit memberships on Company premises or conduct on Company premises any union activity other than that of collective bargaining and handling of grievances in the manner and to the extent hereinafter provided; provided, however, that the Company will, as mutually agreed upon from time to time, permit the Union to conduct upon Company premises activities other than those above designated, with the understanding that such activities will not cause any interference with the proper and orderly operation of the plant. But the Company reserves the right to curtail or withdraw any such privilege when, in its judgment, any such activity is causing such interference. No curtailment or withdrawal of any such privilege will be made without prior notice to the Union and reasonable opportunity on its part to remedy the condition. Such privileges currently granted are as follows:
- 13 **a.** The Union may solicit members on Company premises (but not on Company time) through

employees regularly employed by the Company, only before the beginning of the shift and after the end of the shift and during the lunch hour.

- 14     **b.** The Union may receive dues on Company premises (but not on Company time) through employees regularly employed by the Company, only before the beginning of the shift and after the end of the shift and during the lunch hour, in one place in each division in the shop designated by the Company for that purpose.
- 15     **c.** Written communications of a *non-controversial nature* may be distributed by the Union in the shop by placing such communications in boxes supplied by the Company for that purpose. *The Company shall supply a sufficient number of boxes to meet reasonable distributional requirements of the Union.*
- 16     **d.** *Union notices of a non-controversial nature may be posted on the Company's glass-enclosed bulletin boards in the shop in space reserved for Union notices. Such posting will be made by the Company and shall be subject to Company approval.*

### **No Strikes or Lockouts**

- 17     **G.** In view of the provision for final arbitration of all disputes aris-

ing under the contract, it is mutually agreed that there shall be no strike or lockout or interruption of production or interference with production during the terms of the agreement.

### Schedule of Hours

- 18 **H. a.** Assurance has been given that the Company will strive continually toward the goal of providing regular employment upon a full time annual earning basis.
- 19 **b.** The regular schedule of hours of work shall be eight (8) hours per day and forty (40) hours per week, except where the character of the work has necessitated the establishment (now in effect) of a special schedule for certain groups of employes. The Company reserves the right to change, in its discretion, the schedules of hours by reducing the hours of work per day, days per week, or weeks per month subject to the provisions of Articles **Q, R, S, and T**. The working day commences at 8:00 A. M. and consists of twenty-four (24) consecutive hours.
- 20 Overtime for hourly workers on regular schedule of hours will be paid (*on the employe's average earned rate for the pay period in which the overtime occurs*) upon the following basis:

- 21 **DOUBLE TIME** will be paid (1) for time worked on Sundays and the following legal holidays—New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, and (2) for all time worked in excess of sixteen (16) hours within a twenty-four (24) hour period.
- 22 **TIME AND ONE-HALF** will be paid (1) for all time worked on Saturday; and (2) for all time worked in excess of eight (8) hours per day.
- 23 **NO OVERTIME** will be paid for work done during any regular schedule of hours nor during a special schedule of hours except when such overtime is established as a specific part of such special schedule.
- 24 **c.** The Company's policy is to keep overtime at a minimum. If overtime is necessary, the Company will explain the reason to the employees requested to work overtime, but no employee need work overtime unless he wants to. Overtime will be divided as equally as possible.
- 25 *After working hours (or at other mutually convenient times) a Steward may examine the overtime records of a department in his Division, and discuss the same with the Superintendent in charge.*

26 **I.** During the war the following provisions shall supersede the corresponding provisions of the preceding article.

**a. Overtime**

The Company's war overtime policy shall be as follows:

27 **TIME AND ONE-HALF** will be paid for:

All time worked in excess of eight (8) hours per day;

All time worked on the sixth day actually worked by the employe within the work week;

All time worked on the following legal holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

28 **DOUBLE TIME** will be paid for:

All time worked by an employe on the seventh day actually worked by the employe within the work week.

29 The "work week" consists of seven consecutive days starting with the working day of Monday.

30 For the purpose of the sixth and seventh days overtime calculation the following days (called "credit days") will be considered as "days actually worked within the work week":

Each day worked (partial days

worked will be counted as "credit days");

Each day of absence at Company instructions except (1) for illness or non-industrial accident, or (2) for layoff due to disciplinary action; and

Scheduled vacation days and New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

31     **b. Schedule of Hours**

In the development of a program of new shifts to meet war production requirements, the following shift characteristics will be considered:

Uniformity of length (preferably 8 hours);

Provisions for regular days off, for example, 1 day off after either 5, 6, or 7 consecutive days worked;

Relief operators are not affected; and

Daily overtime may be worked.

32     In carrying out this program, the Company will use the following procedure:

33     (a) Before any program of change can be put into effect, the Union, through its officers or Bargaining Committee, shall have reasonable opportunity, in conference with the Industrial Relations Department (1) to express its objections to the proposed program of change, and (2) to have full and free discussion thereof.

34 (b) After compliance with the preceding paragraph, the Company shall have the right to put such program into effect.

35 The Union may appeal to the Impartial Referee the Company's action in placing such program into effect. The Referee may order the program modified if he finds (1) that shop production is adversely affected by such program, or (2) that the overall effect of the program is adverse to the health and safety of the employees involved.

### Rates of Pay

36 J. a. The hourly rates of pay, standard time rates and piecework prices which have been fixed on a permanent basis and are prevailing on the date of this agreement, also temporary rates when made permanent, shall remain in effect during the term of this agreement; provided, however, that nothing herein contained shall prevent the Company from making promotional increases or increases in classifications already established, and provided that the classifications (and rates therefor) now in effect shall otherwise prevail throughout the life of the agreement; provided, however, that nothing herein contained shall prevent the Company from changing production methods or putting in new methods or fixing rates of pay (temporary and permanent) on new or changed

methods; but application of "temporary" rates shall be limited to tractor production.

- 37     b. Although this agreement provides that rates of pay shall remain fixed and constant during the term of this agreement, the Company declares that it will voluntarily consider the remedying of any great hardship caused its employes by drastic inflation or other similar circumstances, when in its judgment such action becomes necessary; and the Union declares that it will voluntarily consider the reduction in rates of pay of employes covered by this agreement if, in its judgment, such reduction is necessary to meet a competitive situation which interferes with the procurement of business by the Company.

- 38     c. Nothing in this article shall preclude the right of the Union to bring to the attention of management alleged inequalities of classification or individual wage rates, but the making of any such changes shall be within the discretion of management; and the Company shall establish and maintain an orderly review procedure adequate to provide a means of employee expression upon such problems of inequalities in which the Industrial Relations Review Board shall make the final decision upon any problem.

- 39      *To conform to the above requirement, the Company establishes currently the following rate review procedure.*

### **Rate Review Procedure**

- 40      *The various steps in the procedure for handling requests for review of alleged inequalities in individual day rates, piecework prices, or standard time rates shall be as follows:*
- 41      (a) *The employe should present his request directly to his Foreman (or assistant Foreman). But he may request his Foreman (or assistant Foreman) to send for the Committeeman of his subdivision or a Steward of his Division for the purpose (1) of discussing his request with him prior to presentation to his Foreman (or assistant Foreman) and (2) of presenting the request. The employe shall be present at the time the request is presented to the Foreman (or assistant Foreman). No more than one Union representative shall participate in such conference. The Foreman (or assistant Foreman) shall send for such Union representative who, before absenting himself from his job, shall hand to his Foreman (or assistant Foreman) written request for such leave of absence on a form to be supplied by the Company.*
- 42      (b) *If the matter is not adjusted*

to the satisfaction of the employe within forty-eight (48) hours after presentation of the request to the Foreman (or assistant Foreman), then the employe may fill out a Rate Review Request Form (such Form to be supplied by the Company) and forward such Form to his Superintendent for discussion at convenient times fixed by such Company representative during working hours or at the end of the first shift. The employe may request his Foreman (or assistant Foreman) to send for the Committeeman of his subdivision or a Steward of his Division (in the manner provided in (a) above), (1) for the purpose of assisting him in filling out the Rate Review Request Form, and (2) for the purpose of participating in the discussion, at which the employe shall be present.

43

(c) If the request is not adjusted to the satisfaction of the employe within one (1) week after the forwarding of the Rate Review Request Form to the Superintendent, then the employe may forward a copy of the Rate Review Request Form through the shop mail to the Industrial Relations Review Board for investigation and final decision by such Board. Upon request of the Union, a meeting for the purpose of discussing designated Rate Review Requests may be held between two Bargaining Committee representatives in

*the Division and a representative of such Board at convenient times fixed by such Board during working hours or at the end of the first shift.*

### **Rate Information**

44 **K. a.** The Company shall make available in advance full information as to piecework prices and standard time allowances on jobs. Every employe will be furnished a duplicate of an official time ticket describing his job and piecework or standard time allowance therefor. On large jobs, the Company shall have the right to fix piecework prices or standard time allowances after commencement of a job, but only in the event that prior to the commencement of the job the employe has been notified that the job will be on a piecework or standard time basis, as the case may be. The employe shall be given full information necessary for computation of earnings on piecework jobs. The Company will endeavor, in cooperation with the Union, to work out a plan for notifying employes working on standard time jobs of the amount of their earnings.

45 **b.** *The Company shall supply to the Union a copy of the Company's official day rate classification manual for employes covered by the agreement and change sheets for the manual issued from time to*

time. The Union will treat this information as confidential; in other words, will carefully and accurately utilize the same only in connection with proper Union business.

- 46 c. Upon request, the Company will furnish to an employe a card stating his name, clock number, occupation or type of machine, rate, and classification.
- 47 L. a. When an employe reports for regular work pursuant to call by the Company (and such work is not continuously available), the Company shall furnish at the minimum four (4) hours' work or four hours' pay, at his straight time day rate. When an employe reports for overtime work pursuant to call by the Company after he has left the plant, the Company guarantees minimum earnings equal to four (4) hours at straight time day rate.

### **Lunching During Working Hours**

- 48 b. Lunching will be permitted during working hours providing such lunching does not interfere with production. Final determination as to whether or not such lunching interferes with production will be made by the Superintendent of each department.

### **Working Conditions**

- 49 M. With respect to working conditions not covered by the contract,

*current practices shall be continued until changed by mutual agreement or through the grievance procedure.*

## **Grievance Procedure**

- 50 **N.** A grievance is defined to be any controversy between the parties or between the Company and employees covered by this agreement (1) as to any matter relating to working conditions at the West Allis plant of the Company not specifically covered by this agreement; and (2) any matter involving the interpretation or violation of any provision of this agreement; but not any controversy as to any matter specifically covered by any provision of this agreement.
- 51 **O.** The procedure for handling grievances shall be as follows:  
**a.** On behalf of the Union there will be the following setup:
- 52 (a) The Shop of the West Allis plant shall be divided into not to exceed twenty-four (24) geographically outlined divisions as designated by the Union. There may be two Stewards designated by the Union for each division who shall be regular employees working in the division they represent.
- 53 (b) Each division may be divided into geographically defined sub-divisions as designated by the

Union. There may be one or more Committeemen designated by the Union for each subdivision who shall be regular employes working in the subdivisions they represent, but the number of Committeemen shall be limited in the ratio of one Committeeman to each seventy-five (75) employes then working in each subdivision or as mutually agreed.

54 (c) There may be a Bargaining Committee which shall consist of not more than eight (8) members designated by the Union who shall be regular employes of the Company.

55 (d) The Union agrees not to authorize any of its Union representatives to function in more than one of the capacities designated in the grievance procedure; namely, officer of the Union, member of the Bargaining Committee, Steward and Committeeman, except that it may authorize an officer of the Union to act in the capacity of member of the Bargaining Committee.

56 b. On behalf of the Company there will be the following setup:

57 (a) The Foreman (and assistant Foreman) in each division.

58 (b) The Superintendent in charge of the division (or that portion of the division involved).

- 59 (c) The Industrial Relations Review Board consisting of member or members designated by the Vice-President in charge of Industrial Relations.
- 60 c. The various "steps in the procedure for handling grievances shall be as follows:
- 61 **First:** The aggrieved employee should present his grievance directly to his Foreman (or assistant Foreman) at the time the grievance arises. But he may request his Foreman (or assistant Foreman) to send for the Committeeman of his subdivision or a Steward of his Division, for the purpose (1) of discussing his grievance with him prior to presentation to his Foreman (or assistant Foreman) and (2) of presenting the grievance.
- 62 *A Foreman (or assistant Foreman) shall have no authority to deny any such request. But employees shall exercise such privilege in good faith.*
- 63 Such Union representative, before absenting himself from his job, shall hand to his Foreman (or assistant Foreman) a written request for such leave of absence in the form hereinafter described. The aggrieved employee shall be present at the time the grievance is presented to the Foreman (or assistant Foreman).

No more than one Union representative shall participate in such conference.

- 64      **Second:** If the matter is not satisfactorily adjusted within twenty-four (24) hours after presentation of the grievance to the Foreman (or assistant Foreman), then the matter may be presented in writing by the Steward or Stewards of the Division in which the grievance arises to the Superintendent in charge of the division for discussion at convenient times fixed by such Company representative during working hours or at the end of the first shift. One representative of the Bargaining Committee and either the President or Vice-President of the Union may be present at such conferences.

- 65      **Third:** If the grievance is not satisfactorily adjusted within forty-eight (48) hours after presentation to the Superintendent, the matter may be presented in writing by the Bargaining Committee to the Industrial Relations Review Board for discussion at convenient times fixed by such Board during working hours or at the end of the first shift.

- 66      The Union shall have the right to designate two (2) members of the Bargaining Committee to discuss with an aggrieved employee during working hours the

subject matter of a grievance which has not been satisfactorily settled during the first two steps of the grievance procedure. This privilege is granted for the purpose of enabling the Bargaining Committee to prepare its case on such grievance for presentation to the Industrial Relations Review Board. The foregoing clause is inserted upon the express condition that the privileges granted thereunder may be revoked by the *Company* upon proof of abuse thereof; *but such action may be treated as a grievance by the Union.*

67      **Fourth:** If the matter is not satisfactorily adjusted within *fourteen (14)* days after presentation to the Industrial Relations Review Board, the matter may be handled pursuant to the provisions of sub-paragraph "d" below.

68      d. (a) In the event that any grievance is not settled to the satisfaction of the parties hereto in the manner provided in this Article, the parties shall certify the matter (or any question of fact involved) to an impartial referee for decision. Such decision shall be binding upon the parties. The expenses of such reference shall be borne equally by the parties.

69      (b) The choice of the referee shall be made as follows: The

National War Labor Board will submit to both parties a list of names and the parties will endeavor by mutual agreement to settle upon one of those names. If this fails, then the parties will accept a referee named by the National War Labor Board. The submission of the list shall be made within five (5) days; and if the agreement is not reached within an additional five (5) days, the appointment shall be made by the Board. It is mutually understood and agreed that the decision of the referee shall be final and binding upon both parties. The expense of the referee shall be shared equally by the parties; provided, however, that any question as to whether a participant is essential or non-essential or any other question as to the allocation of the expenses of the participants shall be finally determined by the referee.

- 70 e. The Company may utilize the following procedure upon any grievance against the Union or any of its members:
- 71 **First:** Presentation of complaint in writing to the officials of the Union.
- 72 **Second:** If no satisfactory adjustment is obtained within fourteen (14) days then the Company shall have the right to have the matter handled in accordance

with the procedure outlined in sub-paragraph "d" above.

- 73 f. Conferences between the above designated representatives of the Union and representatives of the Company for the purpose of considering pending grievances and other matters of mutual interest, shall be held as follows:
- 74 (a) Conferences for consideration of all pending complaints as to grievances and other matters of mutual interest shall be held once each month, upon request of either party, between the Committeemen and Stewards of the Division and the Superintendent involved.
- 75 (b) Conferences between the Bargaining Committee and the Industrial Relations Review Board may be held once each week, upon request of either party, for the purpose of considering pending grievances and other matters of mutual interest.
- 76 (c) All conferences as to pending grievances and other matters of mutual interest shall be held at convenient times fixed by the Company representatives involved either during working hours or at the end of the first shift.
- 77 (d) The Union reserves the right to have fellow employes sit in conferences between the Stewards

and the Bargaining Committee and representatives of the Company. The Company reserves the right to limit the number of such fellow employees sitting in on any conference. The spirit of this provision is to permit flexibility to promote full discussion and at the same time to prevent the diminishing of the effectiveness of conferences as the result of too many participants.

- 78 (e) Only in conferences between the Officials and the Bargaining Committee of the Union and the Industrial Relations Review Board shall either party have conferees who are not regularly employed by the Company.
- 79 (f) *Conferences between a three man advisory committee of the Union consisting of employees covered by this agreement and a committee appointed by the Company will be held approximately once each month at mutually convenient times upon request of either party accompanied by a brief written statement of the matters desired to be presented at the conference.*
- 80 g. (a) The Union shall furnish to the Industrial Relations Review Board a list of the Committeemen, Stewards and members of the Bargaining Committee and a description of the geographic outlines of the Divisions and subdivisions represented by such

*Stewards and Committeemen respectively. Any change in such lists or descriptions shall be reported promptly by the Union to the Industrial Relations Review Board. The Company will supply such information to the Superintendents concerned. The Company will not recognize any employee as a representative of the Union unless notice has been given as above provided.*

- 81      *(b) The Company will supply the Union with monthly lists showing the name, clock number, and seniority group number of new employes hired and of employes whose employment has been terminated.*
- 82      *(c) The Company will supply the Union with lists of its Superintendents and members of the Industrial Relations Review Board at its West Allis Works and will keep the Union advised of changes therein.*
- 83      **h.** No representative of the Union may be absent from his work except for the purpose of attending conferences and handling grievances in the manner specifically provided for in this agreement and then only provided that, before leaving his job he presents to his Foreman or assistant Foreman request in writing on a form to be supplied by the Company and to be filled out in accordance with

instructions of the Company, with the understanding, however, that such instructions will not be restrictive of rights granted to the Union under this agreement.

- 84 After each such absence, the representative of the Union shall report to the Foreman in charge at the time he returns to work. Every Union representative must punch in at the beginning of a shift or after the lunch period unless he furnishes proper prior notice to the Foreman in charge.

- 85 i. Each representative of the Union officially designated and recognized by this agreement who loses time, during his working hours, in handling grievances in the manner provided in this agreement shall receive pay therefor at his average earned rate, computed on the basis of the preceding pay period and without inclusion of overtime earnings; *the foregoing clause is inserted upon the express condition that the privileges granted thereunder may be revoked by the Company upon proof of abuse thereof; but such action may be treated as a grievance by the Union.*

## **Discipline**

- 86 P. a. The maintenance of discipline is a responsibility of management. But disciplinary action should be for cause. Accordingly, any com-

plaint by the Union as to the non-existence of "Cause", as a basis for disciplinary action, may be treated as a grievance provided that the grievance is presented in writing within ten (10) days after the institution of such disciplinary action; *provided that, as to disciplinary action involving layoff, such ten (10) day period shall commence on the date of the delivery to the main office of the Union of written notice as to such disciplinary action. The Company shall give prompt written notice to the Union, at its main office, of each such disciplinary action taken by the Company.* In presenting such grievance, the Union shall disregard the first two steps of the grievance procedure. "Cause" shall include inadequate performance of work as measured by the accepted standards of the department.

- 87     **b. (a)** The Company will maintain discipline on Company premises and to that end will strictly enforce the rules and regulations.
- 88     **(b)** Shop discipline is necessary for the orderly and efficient operation of the plant. An essential purpose of this agreement is to promote the maintenance of such shop discipline. Any employee guilty of an act which interferes with such shop discipline shall be subject to disciplinary action by the Company, which shall be applied to all employees.

- 89        (c) The Union may appeal to the impartial referee in all cases of such disciplinary action or alleged failure of the Company to take such disciplinary action. When the appeal is from the taking of disciplinary action, the referee shall specify what discipline the Company shall impose, unless he makes one or more of the following findings:
- 90        (1) That the employee was not guilty of the act interfering with shop discipline for which such disciplinary action was taken, or,
- 91        (2) That the result of such act, if established, was not interfering with shop discipline, or,
- 92        (3) That the taking of such disciplinary action constituted discrimination against the Union or against the employee involved with respect to his membership or status in the Union. If the referee makes one or more of the foregoing findings, the Company's disciplinary action shall be set aside and the employee reinstated with full compensation for any time lost.
- 93        (d) When the appeal is from the failure of the Company to take adequate disciplinary action as to any individual employee, the referee shall specify the discipline which the Company shall impose,

if he makes one or more of the following findings:

- 94 (1) That the employe was guilty of the act of interfering with shop discipline. "
- 95 (2) That the Company's failure to take disciplinary action as to the employe complained of was a discrimination against the Union or membership in the Union.
- 96 (3) That shop discipline has been interfered with by the Company's failure to discipline an employe for interfering with the status of the Union. If the referee makes one or more of the foregoing findings, he shall specify what discipline the Company shall impose.
- 97 (e) It is agreed that the fact that an employe is not a member of the Union, or is not a member in good standing, shall not alone and in itself be cause for discipline in the absence of some other fact or facts showing that the status of and conduct on the Company premises of such employe is interfering with shop discipline. It is expected that by union members remaining in good standing, such interference with shop discipline will be reduced.
- 98 c. A full list of the rules and regulations relating to discipline is as follows:

Employees will be subject to disciplinary action, which includes discharge in proper cases, for any of the following conduct:

- (1) Stealing.
- (2) Willful destruction of property.
- (3) Fighting or attempting bodily injury to another employee on Company property.
- (4) Use of threatening or abusive language toward a fellow employee on Company property.
- (5) Use of profane language toward a fellow employee in a manner which might reasonably be expected to provoke a disturbance.
- (6) Engaging in horseplay or disorderly or immoral conduct on Company property.
- (7) Punching another employee's time card; falsifying any time card or timekeeping record or work ticket; or intentionally giving false information to anyone whose duty it is to make such records.
- (8) Coming to work under the influence of alcohol or of any drug, or bringing alcoholic beverages or drugs into the plant.
- (9) Giving Company badge or other Company identification material to any person not entitled to it, or assisting any non-employee to enter the plant without the Company's permission.

(10) Intentionally giving false or misleading information in applying for employment as a result of which applicant receives employment.

(11) Intentionally making false statements to the Company with intent to deceive as to the violation of any shop rule by a fellow employe.

(12) Failing to carry out any reasonable order by a management representative, including refusal to work on jobs assigned by Foremen.

(13) Inattention to duties; deliberate "soldiering" on the job; idling or reading papers in wash-rooms or elsewhere during working hours.

(14) Frequent tardiness or absence from work without permission.

(15) Absence from work for over three days without notifying the Foreman or failure to return to work promptly upon expiration of leave of absence.

(16) Washing up or otherwise stopping work before lunch period or before quitting time.

(17) Repeated negligence resulting in excessive scrap or inferior work, or in breakage of tools, or wasting materials or supplies.

(18) Deliberate abuse of tools, equipment, or wasting of material.

(19) Leaving employe's regular working place or leaving the department during working hours without authorization from the Foreman; except for health purposes.

(20) Going into other departments before or after working hours or during the lunch period or idling about the plant before or after working hours. This does not prohibit going through departments necessary to leave the plant by the usual or most direct route.

(21) Smoking contrary to present established practice.

(22) Violation of safety or health rules.

(23) Disobedience and insubordination.

100

**d.** The Company will make no rule or regulation inconsistent with the terms of this agreement and no rule or regulation of a discriminatory character. It is understood and agreed that if any regulation in the above list or any proposed new rule or regulation is inconsistent with the terms of the agreement or is of a discriminatory character, that dispute shall be treated as a grievance under the contract.

### **Procedure as to Layoff and Rehiring**

101 **Q. a.** "Seniority" is the right of preference with reference to layoff and rehiring measured by length of service.

- 102 **b.** The purpose of seniority is to provide a declared policy of right of preference as to layoff and rehiring measured by length of service in groups as hereinafter defined.
- 103 **c.** <sup>most women on piece-work</sup> Seniority of ~~hourly~~ employees covered by this agreement shall be by groups as described below and shall be determined by the Company on the basis of:
- (a) Length of service as hereinafter defined; and
  - (b) Occupational qualifications and experience.
- 104 In cases where the above factors taken together have relatively equal weight, employees with the shortest length of service will be laid off first. Rehiring will be on the same basis.
- 105 Any such determination by the Company shall be promptly reviewed by the Superintendent in charge upon presentation of complaint as a grievance and, in addition, shall be promptly reviewed, upon request, by the Industrial Relations Review Board in the same manner; but the decision of the Industrial Relations Review Board (or the Superintendent, if no appeal is taken) shall be final. Such groups may be changed or revised from time to time as mutually agreed.
- 106 **d.** The seniority "groups" are as

follows: (*Each of the following is a separate and distinct group*)

- 107    **Group 1—**  
      No. 1, No. 2, No. 3 Shops (Main Floors), No. 3 S. Gallery and No. 1, No. 2, No. 3 Erecting Shops.
- 108    **Group 2—**  
      No. 1 and No. 2 Galleries.
- 109    **Group 3—**  
      No. 3 N. Gallery, No. 3½, No. 4/1, No. 4/2, No. 5/1 (West End) Shops, No. 4 Erecting Shop, No. 6/1 Punch Press Department.
- 110    **Group 3 A—**  
      Sanitary Department—Main Shops (General Machinery Division).
- 111    **Group 4—**  
      No. 5/2 Maintenance Department (General Machinery Division), Plumbers and Steam Fitters.
- 112    **Group 4 A—**  
      Tractor and Detail Division—Maintenance Department.
- 113    **Group 4 B—**  
      Cranemen and Hitchers—Main Shops, Forge Shop, Tank and Plate Shop (General Machinery Division).
- 114    **Group 4 C—**  
      Shop Clerks—General Machinery Division.

- 115 **Group 4 D—**  
Tractor and Detail Division—  
Production Clerks.
- 116 **Group 4 E—**  
Shop Clerks—Foundries and  
Pattern Shops.
- 117 **Group 5—**  
Electrical Departments.
- 118 **Group 5 A—**  
Electrical Departments.  
|| All female production workers ||  
in this Division, No. 6/2, No.  
7/2, No. 8/5, No. 4/2 Shops, to  
be one group.
- 119 **Group 6—**  
No. 6/4 } Detail Department.  
No. 6/3 }
- 120 **Group 7—**  
Forge Shop.
- 121 **Group 8—**  
Tank and Plate Shop.
- 122 **Group 9—**  
Mill Shop.
- 123 **Group 9 A—**  
Watchmen, Gatemen, and Eleva-  
tor Tenders.
- 124 **Group 9 B—**  
Shipping Departments, Paint  
Shop, Yardmen reporting to  
Shipping Department—General  
Machinery Division.
- 125 **Group 9 C—**  
Material Departments, Stores

and Receiving—General Machinery Division.

- 126 **Group 9 D—**  
Nos. 1-2-3 Tractor Shops—  
Shipping Department.
- 127 **Group 9 E—**  
Tractor and Detail Division—  
Material Department, Stores and  
Receiving.
- 128 **Group 10—**  
Pattern Shops.
- 129 **Group 11—**  
No. 1 Foundry (including crane-  
men and hitchers).
- 130 **Group 11 A—**  
Brass Foundry.
- 131 **Group 12—**  
No. 2 Foundry (including crane-  
men and hitchers).
- 132 **Group 13—**  
*Navy Turbine Blading (No. 2  
Tractor Shop).*
- 133 **Group 14 TA—**  
Nos. 1-2-3 Tractor Shops—Mo-  
tor and Tractor Assembly Lines,  
Heat Treating Department and  
Welders.
- 134 **Group 15 TM—**  
Nos. 1-2-3 Tractor Shops—  
Tractor Machine Operators.
- 135 **Group 16—**  
*Electric Transport Control Shop.*

136 **Group 17—**

*Hawley Plant.*

137 e. Length of service in a group is the uninterrupted employment within such group commencing with the latest date of hiring in, or transfer to, such group.

138 Length of service with the Company is the length of uninterrupted employment with the Company commencing with the latest date of hiring.

139 "Uninterrupted employment" shall mean continuous employment but shall include (1) periods of absence with leave, (2) periods of layoff due to lack of work, and (3) periods of absence due to injury or illness.

140 "Date of hiring" whether "by the Company" or "in a group" shall be the calendar day.

141 f. An employe shall cease to have seniority and be on any seniority list if:

142 (a) He quits;

143 (b) He is discharged;

144 (c) He does not return to work when called and the Bargaining Committee has been notified of the fact; provided, however, that an employe who does not return to work when called due to the fact that he has a job elsewhere, but does report for work as soon

as he becomes available therefor before the expiration of six (6) months from the date when he was last called to work by the Company, shall be offered the next available job for which he is eligible in accordance with seniority rules;

145 (d) The Company is not able to locate him in order to notify him to return to work and the Bargaining Committee has been notified of such fact; or

146 (e) He has not worked for the Company for a number of days equal to his *length of service* with the Company at the time he last worked for the Company or three hundred sixty (360) days, whichever is the greater; provided that for this purpose absence with leave and time off caused by compensable injury sustained while in the employ of the Company shall not be counted. Upon re-hiring within five (5) years there shall be no loss of "seniority" as hereinbefore defined.

147 **R. a.** Employees shall be laid off in accordance with the seniority lists of groups as defined in Article **Q. d.**, those having the least seniority being laid off first. So far as is reasonably practicable, in the judgment of the Company, the Company will transfer employees (who would otherwise be laid off) to work in another group, provided

they can "do the work at once"; but the decision of the Company as to whether or not the employee can "do the work at once" shall, in each case, be final.

148     **b.** When a decrease of force in any group becomes necessary on account of lack of work, the following procedure in such group shall apply:

149     || (a) Employees whose date of hiring is more recent than January 1, 1937, shall be laid off;

150     (b) The hours of work per day or days per week shall be reduced within the limit of, but not lower than, thirty-five (35) hours per week;

151     (c) Employees whose date of hiring is more recent than January 1, 1935, shall be laid off;

152     (d) The hours of work per day or days per week may be further reduced within the limit of, but not lower than, twenty-four (24) hours per week; and

153     (e) Employees whose date of hiring was prior to January 1, 1935, shall be laid off.

154     The foregoing is stated as the procedure which the Company will attempt to follow in handling lay-offs; but the Company reserves the right to vary such procedure in the interest of efficient operation of

the plant. Any variance from the above stated procedure may be the subject of a grievance. Before making any such variation the Company will explain to Union representatives the reason therefor.

- 155     **c.** When there is an increase of force to be made in any group, employees on the seniority list of such group shall be returned to work in accordance with the seniority lists of such group in the reverse of the order in which they were laid off. Shift positions shall be restored as they existed prior to layoff.

### **Transfers**

- 156     **S.** The procedure as to transfers shall be as follows:

- 157     **a.** Request for transfer from one department or group to another shall be submitted in writing through the Foreman or assistant Foreman in charge to the Employment Department. The request shall contain the reason for the transfer. The granting of requests for transfer shall be made in the discretion of the Company and with advice of the Foreman or assistant Foreman in charge.

- 158     **b.** The Company reserves the right, in its discretion, to transfer employees from one job to another. In so doing it will consider length of service. There shall be the right

of appeal as to any transfer through the grievance procedure; but the decision of the *Industrial Relations Review Board* shall be final.

- 159 c. If an employe transfers at his own request or at the request of the Company, he shall hold his seniority in his former group for one (1) year after which his length of service in the new group shall be his length of service with the Company.
- 160 d. An employe retains his seniority with a group upon transfer from one shift to another in such group; but the transfer of an employe from one shift to another, except on account of layoff, shall be solely in the discretion of the Company.
- 161 *The Union may, upon written request to the Industrial Relations Department, review any problem involved in such exercise of discretion, before the Industrial Relations Review Board, whose decision shall be final.*
- 162 e. If an employe is transferred with a product or machine which is transferred from one group to another, his seniority in the old group shall be transferred with him.
- 163 T. If, during the existing war emergency (which shall be considered to have commenced on December 7, 1941, and terminated on the

date legally recognized as the ending of the current United States war), an employe transfers, at his own request or at the request of the Company, he shall have the following seniority status:

- 164     **a.** Before his transfer becomes permanent in the new group, he shall hold his seniority in his former group and acquire seniority in his new group based on the following system:
- 165     The seniority group shall be divided into three sections as follows:
- 166     (a) Employes having seniority in the group and having seniority dates earlier than October 1, 1940.
- 167     (b) Employes transferred into the group on a war transfer basis, and having Company seniority dates earlier than October 1, 1940.
- 168     (c) Employes having seniority in the group, and employes transferred into the group on a war transfer basis, having Company seniority dates of October 1, 1940 or later.
- 169     Employes in section (a) shall have seniority over employes in sections (b) and (c), and employes in section (b) shall have seniority over employes in section (c). Seniority within each of the three

sections shall be based upon Company length of service.

170 b. After his transfer becomes permanent in the new group, he shall acquire seniority in the new group based upon his Company length of service.

171 No transfer into a new group shall become "permanent" except as follows:

172 (a) It is the Company's plan, upon termination of such emergency, to retransfer employees, with hiring dates prior to October 1, 1940, to their "former" groups as soon as reasonably possible in the light of conditions existing at that time and to retain in the "new" groups all transferred employees whose hiring dates are subsequent to October 1, 1940. But it is obvious that no one can forecast conditions of manufacturing which will exist in the immediate postwar period. For that reason the Company reserves the right to exercise its best judgment in determining the completeness with which the above plan is applied.

173 (b) Within twelve (12) months after the end of the said emergency, the Company will make its decisions as to retransferring employees under the said plan. The transfer of an employee becomes permanent when the Company makes such decision. Each em-

ploye and the Union will be notified as soon as such decision is made affecting him. The Company's usual practice as to notifying Stewards in case of transfer will be followed.

## Leaves of Absence

- 174 U. a. Temporary leaves of absence will be granted to employes in the judgment of the Industrial Relations Review Board for good and sufficient reason, but the Union shall be given the reasonable opportunity to present its comments on any such decision to the said Board in a conference held at a convenient time designated by the Board.\* No leave of absence shall be for more than six (6) months, except that a leave of absence shall be granted to every employe while he is engaged in the service of these United States when they are at war.

- 175 b. *The Company's current Military Service Policy is attached hereto as a Document:*

- 176 The Company has established the following policy to apply to employes who are drafted or called from reserves, or who enlist, for service in the Armed Forces of the United States during the present war.

### LEAVE OF ABSENCE

- 177 Each employe who is drafted or called from reserves, or who voluntarily enlists, for military service for the duration of the war (or for the duration plus six months) will be granted a corresponding leave of

absence to cover such service and the forty (40) days thereafter to cover the period within which the employe may apply for work.

178

Due to present uncertainty as to the duration of actual service of men enlisting for normal, fixed periods, (such as four-year Marine enlistments and six-year Navy enlistments), each employe who enlists for such periods will be granted a leave of absence for the duration of the war plus six months, and the forty (40) days thereafter to cover the period within which the employe may apply for work. In the event that the actual service of an employe under the terms of such enlistment shall exceed the period of leave of absence, the Company's normal rule shall apply; namely, that such enlistment constitutes the selection by the employe of a new profession and, hence, his voluntary termination of employment with the Company.

#### BONUS

179

In order to help employes adjust their affairs, the Company will pay to each employe entering such service who has had one year's continuous service with the Company prior to such entry a bonus equal to the following amounts:

180

(a) for salaried employes—one month's salary:

181

(b) for hourly employes—one-third of the employe's highest quarterly earnings in the four most recent quarterly periods covered by Social Security Reports available at the time he enters such service.

182

Only one bonus payment will be made to any employe; that is, if an employe has gone into service, and then been released and returns to work, and then is again called to service, no bonus will be paid upon the second call to service.

#### LIFE INSURANCE

183

An individual on active service in the Armed Forces may make application (through the proper officer of the military organization to which he is attached) for

National Service Life Insurance. Employees who were insured under the Company's Group Insurance Plan while they were with the Company will be reimbursed by the Company in the amount of the premiums for an amount of National Service Life Insurance equal to the face value of their Company Group Insurance Policy.

- 184 In order to obtain reimbursement from the Company for such National Life Insurance, a carbon copy or duplicate of the application to the Government for such insurance must be sent to the following address:

Industrial Relations Department  
Allis-Chalmers Manufacturing Company  
Milwaukee 1, Wisconsin

- 185 Until receipt of such notice, or until the end of the sixth month following the month in which the employee goes on military leave of absence (whichever is earlier), the Company will maintain in force the employee's Group Life Insurance policy and assume payment of the employee's premiums therefor.

#### VACATION PAY

- 186 Every employee who is eligible for vacation pay and who has not received it prior to entering such military service will receive such pay upon entering such service.

- 187 Employees who enter such military service prior to establishment of the vacation-with-pay plan for the year in which they enter such service, and who would have become eligible for vacation pay under such plan had they remained with the Company, will be sent such vacation pay under the plan for that year, when it becomes effective.

#### AID SOCIETY MEMBERSHIP

- 188 In case any employee desires to continue his membership in the Allis-Chalmers Mutual Aid Society while on such leave of absence and the Society accepts regular dues from the employee, the Company will continue to match such dues payments in the usual manner.

## **EMPLOYMENT STATUS AT EXPIRATION OF LEAVE OF ABSENCE**

- 189      Upon the expiration of such leave of absence, each employee will be restored to his former position or to a position of like seniority, status, and pay, provided (1) the Company's circumstances have not changed as to make it impossible or unreasonable to supply such employment; (2) the employee furnishes a certificate of satisfactory completion of such military service; (3) the employee can perform the duties of such position; and (4) the employee makes application for work within forty (40) days after termination of such military service.

### **DEFINITION OF "EMPLOYEE"**

- 190      The word "employee" as used herein shall include all persons whose names appear on the current payroll of the Company and all persons upon temporary lay-off, i.e., where the employment relationship shall not have been terminated by "payoff".

### **POLICY CHANGES**

- 191      The foregoing policy is subject to change from time to time by the Company, but such changes shall not conflict with State or Federal laws pertaining to Military Service.
- 192      c. Each official of the Union, member of the Bargaining Committee and Steward shall, at his request, receive a temporary leave of absence for a period of not to exceed one (1) year in order to carry on Union business outside the plant. Otherwise they shall be subject to the Company's usual rules as to leaves of absence. Officials of the Union on leave of absence shall follow Company rules with reference to entry to the general offices of the Company. In order to enter the Manufacturing Department

they shall follow the instructions of the *Industrial Relations Department*.

## Seniority Preference

193 **V. a.** Executive officers of the Union (not exceeding five (5) members of the Bargaining Committee and Stewards (*limited as hereinbefore provided in this agreement*) and Committeemen (*limited in the ratio hereinbefore provided*), all officially designated and recognized by this agreement for specific geographically defined Divisions or subdivisions (*of which the Company has had official notification*) shall have seniority preference over all other employes on their respective seniority lists.

194 **b.** Employes who are not covered by this agreement and who are classed as supervisory or management employes and who are transferred to jobs covered by the agreement solely because of temporary lack of need for their services in their regular jobs, shall have seniority over all employes on such seniority lists, provided such employes have a length of service with the Company of three (3) years or more. Such employes with length of service of less than three (3) years with the Company shall have seniority in the group to which they are transferred based upon their Company length of service. Such seniority preference

shall exist for fifteen (15) months after transfer of the employee to production. At such time the seniority of the employee will be determined in the group in which he is working in accordance with the normal seniority rules based upon the employee's Company length of service. The Union shall have the right to bring to the attention of the Industrial Relations Review Board the granting of super-seniority to any member of the supervisory force who has not had supervisory service of eight (8) months or more with the Company. *The number of such management employees having seniority preference shall not exceed in number the number of supervisory employees employed by the Company on July 1, 1942.*

### **Apprentices and Probationary Employees**

- 195 **W. a.** The future employment of indentured trade apprentices shall be limited to ten (10) per cent of the total number of employees covered by this agreement. All indentured trade apprentices shall be exempt from the seniority provisions of this agreement. The hiring and layoff of graduate and cooperative student apprentices shall be within the discretion of the Company. An apprentice at the completion of his contract shall have seniority in any group in

which he has worked, based upon his Company length of service. The designation of such group shall be at the direction of the Company.

196      The foregoing provisions as to indentured trade apprentices shall be modified, if necessary, to conform to the requirements of the Wisconsin Industrial Commission.

197      **b.** A probationary employe is an employe whose length of service with the Company is less than *four (4) months (provided, however, that the probationary period of any employe hired within two (2) months prior to the date of signing of this agreement shall expire four (4) months subsequent to the date of signing of this agreement; and further provided that the probationary period of any employe hired more than two (2) months prior to the date of signing of this agreement shall be six (6) months).*

198      A probationary employe has no seniority rights and his retention as an employe is entirely within the discretion of the Company.

199      A probationary employe laid off during his probationary period and rehired within *four (4) months after such layoff shall, upon completion of four (4) months of probationary service, be entered on the seniority lists as of his probationary hiring date.*

200     A probationary employe laid off for more than four (4) months shall, if rehired, be regarded as a new employe.

## Promotions and Demotions

201     X. In making promotions and demotions (including promotional and demotional transfers) the Company will consider (a) length of service (as defined in this agreement), and (b) occupational qualifications and experience. In cases where such factors taken together have relatively equal weight employes with the greatest length of service will be promoted first and the employes with the least length of service will be demoted first.

202     But the making of promotions and demotions (including promotional and demotional transfers) is strictly a function of management and the Company reserves the sole right in its discretion to make promotions or demotions. The Union shall have the right to question any decision of the Company in making promotions or demotions solely for the purpose of, and with full opportunity for, presentation of its views before the Industrial Relations Review Board. The Company will review any question so raised and render its decision within eight (8) days after the matter has been presented to the Industrial Relations Review Board. There shall be no right of review of promotions or

demotions made within the management group.

## Vacations

- 203 Y. Vacations with pay will be granted in accordance with the following plan:

### Purpose

- 204 The purpose of this plan is to establish a system of vacations with pay for employees who are paid on an hourly basis in order to provide periods of rest, recreation, and healthful change without loss of pay, and additional compensation for those who voluntarily forego their vacations when requested to do so by the Company.

### Eligibility Requirements

- 205 An employe will be eligible for vacation with pay in any calendar year upon the condition that the employe has worked in 60% of the pay periods of the 12 months preceding the pay period in which he takes his vacation.

### Length of Vacation

- 206 Each employe who has met the "eligibility requirements" set forth above shall be entitled to vacation with pay in accordance with the following schedule:

207	Yrs. of Service at beginning of Va- cation Season (January 15)....	Up	1	2	3	4	5	6	7	8	9	10
		to 1	to 2	to 3	to 4	to 5	to 6	to 7	to 8	to 9	to 10	or more
	Days of Vacation in 1942.....	0	3	3	4	5	6	7	8	9	10	10
	Days of Vacation in 1943 and fol- lowing years....	0	3	5	5	7	7	10	10	10	10	10

208 The phrase "year of service" as used in such schedule means twelve (12) "months of service".

209 The phrase "month of service" means each month between the date of such employee's latest hiring and the *commencement of the current vacation season*, minus periods of layoff due to no work of one month or longer; and further provided that fractions of months shall not be added together to establish months of service.

210 The above computation shall be made for each employee on the basis of his employment as revealed by the Company's employment records.

#### Vacation Pay

211 *Vacation pay shall be determined on the basis of an eight (8) hour day at the employee's "average hourly earnings".*

212 "Average hourly earnings" shall be determined as follows:

213 (1) *Take the total earnings (including overtime) of the employee as set forth in the last Social Security Report of the preceding calendar year (or, if the employee has not worked in the period covered by such report, then in the Social Security Report covering the next most recent quarter in which the employee has worked);*

214 (2) *Divide by the actual hours worked by the employe in such corresponding period.*

215 Vacation pay may be drawn in advance on the last working day immediately preceding the commencement of the vacation. Checks therefor will be given out at the Employment Office, but only during the noon hour or at the end of a shift.

### **Vacation Season**

216 The vacation season shall be from *January 15 to December 31 of each calendar year.*

### **Assignment of Vacation Time**

217 It is intended that vacations be taken in accordance with the wishes of the individual employes insofar as this is possible, consistent with proper departmental operation. When necessary, allotments of vacation time will be subject to seniority rules.

218 The days of vacation must be taken consecutively, except that an employe entitled to ten days can take his vacation five days at one time and the remaining five days at one other time.

219 Actual scheduling of vacations will be worked out between the employe and his Foreman or supervisor.

- 220 Vacations are not cumulative from year to year; hence, must be taken within the current vacation season.

#### **Vacation—A Rest Period**

- 221 The right to a vacation with pay is personal to each employee. Hence, the right is non-assignable, and if an employee quits, dies, or is discharged for cause prior to the date on which his vacation is scheduled to commence, his right is extinguished.

- 222 Vacations are intended to be rest periods. Hence, it is expected that employees will not take outside jobs during their vacations.

#### **Duration of Plan**

- 223 The foregoing constitutes the vacation-with-pay system which will be in effect for *each* calendar year *during the term of this agreement*.

- 224 **Z.** Except for variations due to differences in size of plants, number of employees, kinds of products, local conditions and competitive situations, the Company's basic policies are the same at its various plants. And it is the Company's intention to maintain them so, with the understanding that the said differences do affect the accomplishment of such intention. In any event, the question of the application of any such basic policy at any

plant is a matter of negotiation between the local exclusive bargaining agency and the local management at such plant. The local plant management shall have full discretion in determining whether such differences permit the application of any particular company policy. The exclusive bargaining agency in one plant shall not have the right to raise the question of the application of any basic policy at another plant.

### **Duration and Modification**

225 **AA. a.** The agreement shall remain in force until April 15, 1944, and thereafter from year to year, unless one party or the other gives notice in writing to the opposite party at least thirty (30) days prior to the expiration of the agreement that it does not want to renew the agreement or that it proposes certain changes therein. If a new agreement cannot be reached within the thirty (30) days, then the existing agreement shall be automatically extended for a period of not more than an additional thirty (30) days during which the negotiations shall be continued before the United States Conciliation Service.

226 **b.** By mutual consent evidenced by a written agreement duly executed by the parties, this agreement may be modified or changed by adding

new provisions or deleting existing provisions.

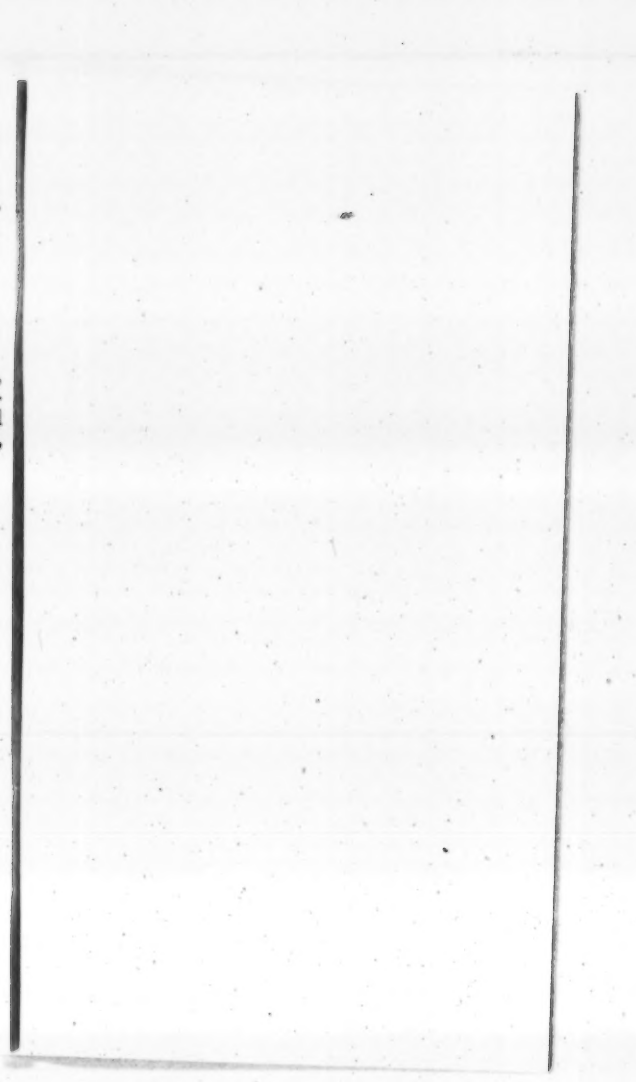
227     *Executed this 28th day of May, 1943.*

Allis-Chalmers Manufacturing  
Company

By (s) Lee H. Hill,  
Vice President.

Allis-Chalmers Workers' Union,  
Local 248, of the United Automobile, Aircraft, and Agricultural Implement Workers of America,  
Affiliated with the C.I.O.

By (s) Harold Christoffel,  
President.





LABOR-TEMPERATURE 61

120 E. 8th

# Agreement

BETWEEN

**ANACONDA WIRE &  
CABLE CO.**

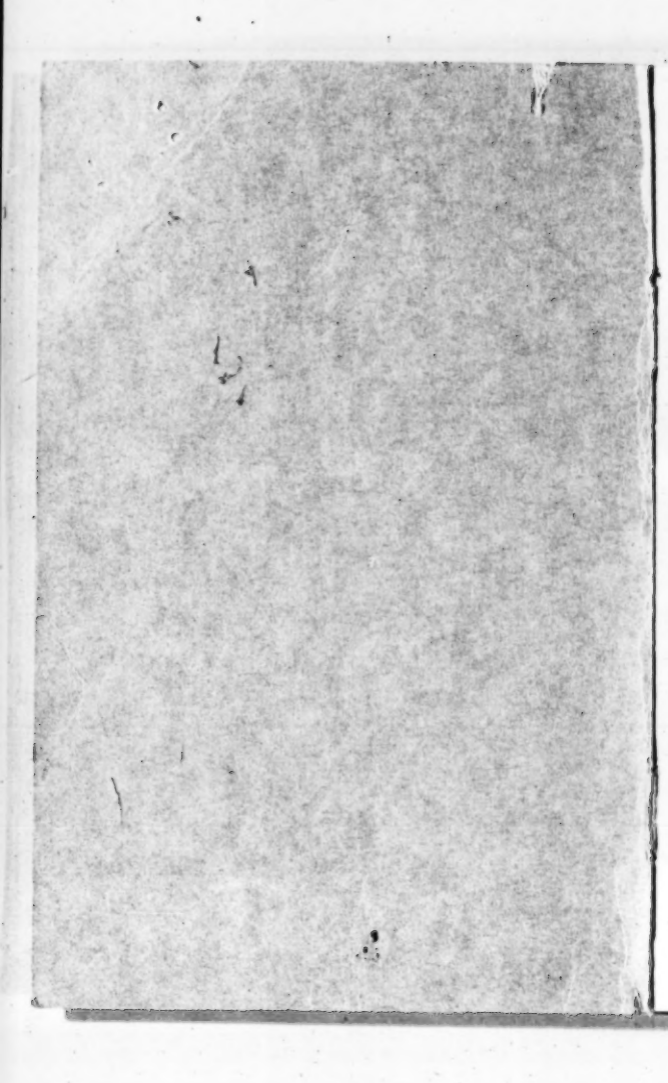
AND

**FEDERAL LABOR  
UNION No. 18704**

of the  
**American Federation  
of Labor**



**July 1, 1943**



## **Agreement**

This AGREEMENT made and entered into this 1st day of July, 1943 by and between the ANACONDA WIRE & CABLE COMPANY of Anderson, Indiana, party of the first part, hereinafter referred to as the Company, and FEDERAL LABOR UNION NO. 18704 of THE AMERICAN FEDERATION OF LABOR, party of the second part hereinafter referred to as the Union.

### **RECOGNITION—ARTICLE 1**

The Company recognizes the Union as the sole collective bargaining agency for all hourly rated employees of the Anaconda Wire & Cable Company's plant located at Anderson, Indiana, and recognizes the jurisdiction of the Union over such employees. The Company agrees to retain in its employ, upon the conditions provided herein, only members of the Union in good standing, (except those serving a probationary period of sixty days) and that it will within one week after the end of each calendar month furnish to the Union a list of employees employed during the preceding calendar month. The Union may, as soon thereafter as it shall determine, notify the Company of any such employees who are not members of the Union in good standing at the close of said month.

### **HOURS OF LABOR—ARTICLE 2**

The regular hours of labor for all hourly rated employees shall be eight (8) hours per day or forty (40) hours per week and any additional hours work beyond eight (8) hours in

one day or forty (40) hours in one week or on the sixth consecutive day of the work week shall be paid for at the rate of one and one-half times the regular hourly rate, but not more than one and one-half times the regular hourly rate is to be paid if more than one of the above provisions applies with the exception that those truck drivers operating between Dayton and points equidistant from Anderson will continue on the present basis so far as compensation for daily overtime is concerned. Time and one-half shall also be paid for work on Sundays and the following legal holidays:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

It is understood that when an employee works overtime, his hours of employment for the week in which such overtime occurs shall not be reduced because of the overtime, if work is available. All overtime shall be distributed as equitably as possible among employees on similar work in the occupational group where the overtime is worked. When an employee reports for work at the direction of the Company or having been regularly employed reports for work at his normal time, not having been notified to stay away he shall be paid for four (4) hours work at his average regular rate.

The provisions of this agreement shall be subject to all applicable emergency laws, orders and regulations issued by proper Federal or State authority for the prosecution of the war program. In the event Executive Order No. 9240 is revoked or substantially modified before July 1, 1944, the Company will continue its present method of computing overtime, if legally permitted to do so, during the life of this agreement.

### **SENIORITY—ARTICLE 3**

It is further agreed and understood that the seniority policy between the said Company and said Union shall be as follows:

In all cases of increases or decreases of forces length of service from the original date of hiring shall govern subject to the following qualifications:

- (a) The last employee hired by the Company shall be the first laid off, and the last employee laid off shall be the first employee called back to work by the Company, it being the intention of the Company not to hire new workers so long as competent former employees are available. It is understood that the Company may be required to deviate from this policy in cases of jobs which require special qualifications.
- (b) When work becomes slack so that an employee with a minimum of one year's seniority receives less than forty hours per week on his regular job for four weeks during any period of two consecutive calendar months, the employee will, if he

desires, be transferred to another department according to his seniority with the Company. In the case of such transfer, rates of pay will be governed by the following plan:

- (1) If the employee has previously qualified in his new job, he shall start at the experienced operator's rate.
- (2) If the employee is inexperienced in the new work, he is to be subject to the usual rates for new operators.
- (3) This same procedure will be followed when a new job becomes available regardless of slack periods. However no employee shall be permitted to make more than one change in any twelve month period under Article b-3.
- (c) In the event an employee enlists or is called into the Military or Naval Service of the United States, or obtains a leave of absence and subsequently desires to return to the employ of the Company during the term of this contract, he shall not suffer any loss of seniority provided he is physically capable of performing his duties.
- (d) An employee shall cease to have seniority—
  - (1) When he quits.
  - (2) When he is discharged.
  - (3) When he does not return to work within one week from the time he is called or does not give the Company sufficient reason for failing to return.

- (e) Nothing in this agreement shall be construed as limiting the right of the employer to discharge any employee for inefficiency, incompetence, or any other just case, or to extend, limit or curtail its operations, or to shut down completely when in its sole discretion it may deem it advisable to do so.

#### **WAGES—ARTICLE 4**

Any inequality existing in the wage rate in the various departments or within a department shall be revised by the Company for the purpose of adjusting such disparities.

The minimum rate of wages, for male employees shall be eighty (80¢) cents per hour and for female employees shall be seventy (70¢) cents per hour.

Employees regularly assigned to the second or third shifts are to receive a premium of 5¢ per hour.

#### **VACATIONS—ARTICLE 5**

All employees who have been enrolled as employees of the Company for at least one year prior to May 1, 1944, shall receive one (1) week's vacation with a pay allowance of forty (40) hours at the employee's average hourly earning rate including overtime calculated on the individual's earning during the months of February, March and April, 1944.

Employees who have been enrolled for five years or longer shall receive two week's vacation with a total pay allowance of eighty hours at the employee's average hourly earning rate including overtime.

## **GRIEVANCES—ARTICLE 6**

A Grievance Committee shall be formed composed of three members of the Union to take up with the Company at times mutually convenient to both parties all questions arising under this agreement.

Any grievance shall be taken up by the employees affected with the foreman of that department and, if no settlement is reached, the employee shall refer same to the Grievance Committee of the Union in writing who will attempt to settle same; if no settlement is reached, the Grievance Committee shall refer same to the Plant Superintendent; if failing to settle same; they shall refer the matter to the Plant Manager; if failing to reach a settlement there, it shall be referred to the President of the Company.

## **DURATION OF AGREEMENT—ARTICLE 7**

This agreement shall be and remain in full force and effect from the 1st day of July 1943, until July 1st, 1944, and shall be automatically renewed from year to year thereafter unless thirty (30) days' notice in writing is given by either side to the other prior to the 1st day of July of any year of the desire to terminate, change or modify said agreement.

**FEDERAL LABOR UNION No. 18704 of the  
AMERICAN FEDERATION OF LABOR**

WILLIAM WILSON, President

GERTRUDE HARRIS, Secretary

HUGH GORMLEY, A. F. of L.

**ANACONDA WIRE & CABLE COMPANY**

H. V. ENGH, Executive Vice-President

W. C. GADDIS, Anderson Mill Manager

July 22, 1943

Federal Union No. 18704 of the  
American Federation of Labor  
Anderson, Indiana

Gentlemen:

Confirming our verbal understanding with you, the following action will be taken by the management.

1. VACATIONS

It is understood that an employee will have qualified for a vacation in accordance with the provisions of the present contract.

A If he has worked at least six months during the year, May 1, 1943 to April 30, 1944 and

B Provided he has one year's seniority with the Company on May 1, 1944, he shall be entitled to one week's vacation and five years seniority shall entitle him to two week's vacation.

2. ROTATING SHIFTS

The Company agrees within ninety days, to work out straight shifts and abandon the system of rotating shifts. This change will be completed by October 1, 1943. It is understood that, while preference will be given according to seniority in assigning employees to the various shifts, it will probably be necessary to deviate from this rule until such time as adequately trained personnel is available for all shifts.

7.

### 3. BULLETIN BOARD

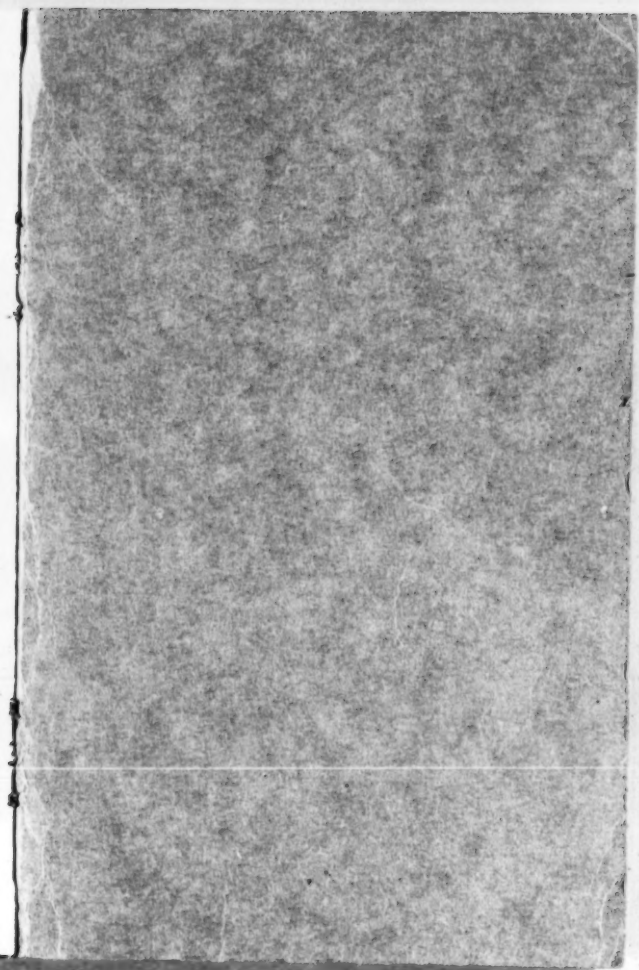
The Company has no objection to a Union Bulletin Board in the lobby, but it is understood that it must be maintained in a neat fashion.

### 4. QUALIFICATION ON NEW ASSIGNMENT

It is understood that when an employee is assigned to a job on which he has no previous experience that his new rate will be 10¢ less than the top rate for the job for a period of thirty calendar days after his assignment. During the next thirty calendar day period his rate will be 5¢ less than the top rate, and thereafter he will receive the top rate. If, in the opinion of the management and the grievance committee, he qualifies for the top rate in a shorter period of time, he will receive the top rate, but if in their opinion, the operator is not capable of performing his new duties satisfactorily, he may be removed from the job within the sixty day period or the learning period may be extended, at 5¢ per hour less than the top rate.

Very truly yours,

ANACONDA WIRE & CABLE COMPANY  
W. C. GADDIS, Manager.





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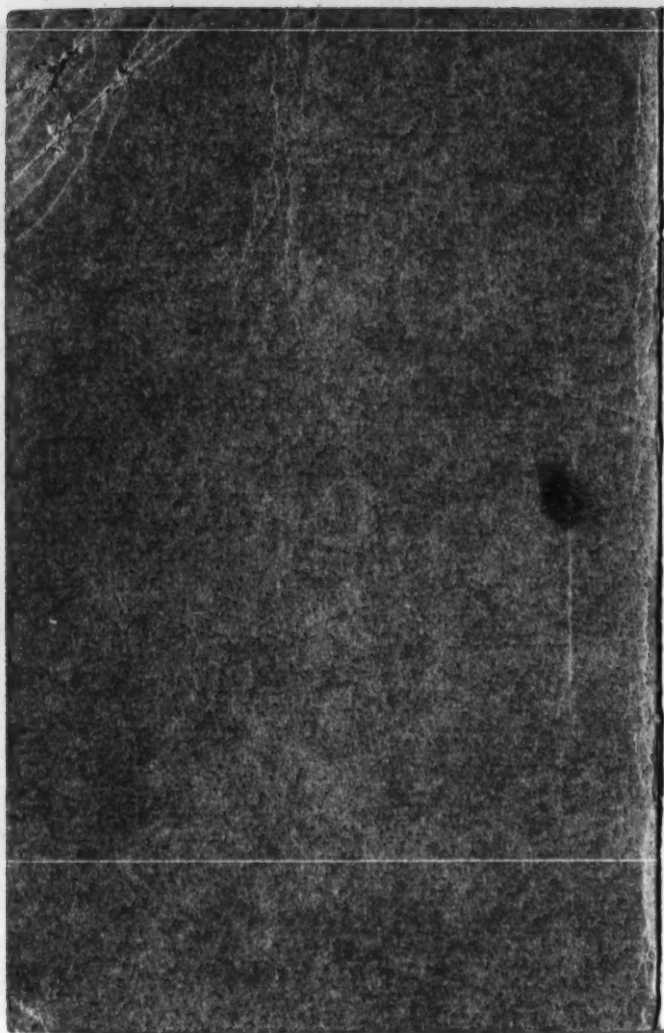
# Working Agreement

with the

International Union,  
United Automobile, Aircraft,  
Agricultural Implement  
Workers of America,  
C. I. O.

Local No. 212, Detroit  
Local No. 265, Evansville

November 13th, 1942



# 41

November 13, 1942

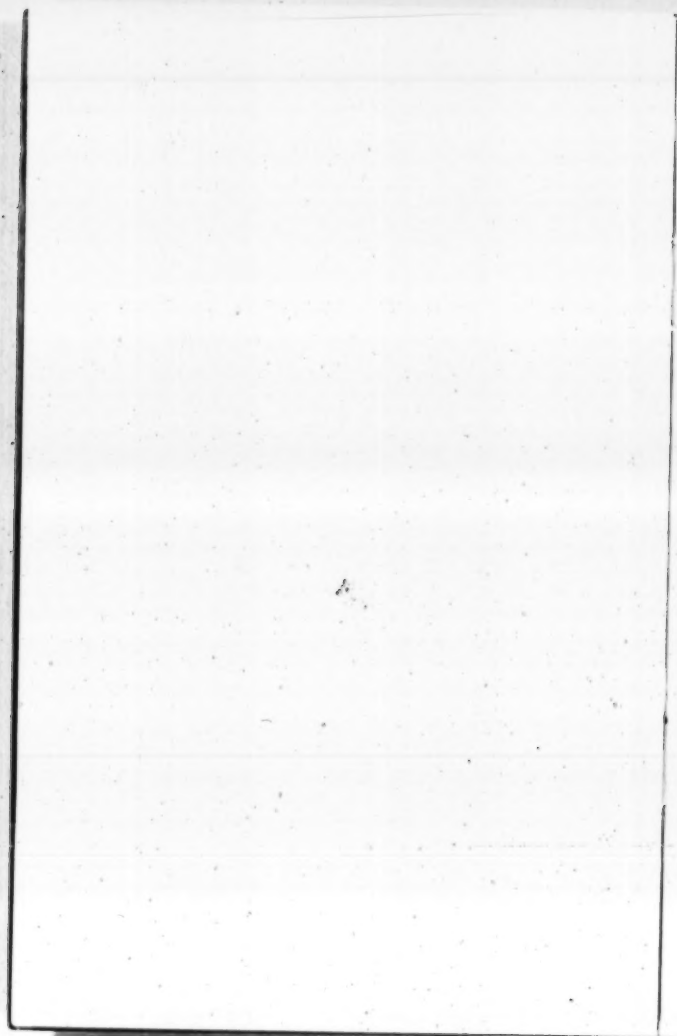
**TO ALL CONCERNED:**

The Company has again entered into an Agreement with the International Union, United Automobile, Aircraft, Agricultural Implement Workers of America, C. I. O., and its Local No. 212, Dertoit, and Local No. 265, Evansville.

Attached hereto is a summary of the changes incorporated in the new Agreement. Your attention is also called to the interpretation of each section which should be helpful in carrying out the provisions of this Agreement.

The whole-hearted cooperation of everyone is needed in carrying out the terms of this Agreement so that the obligations to the War effort can be fulfilled with credit to all concerned.

W. P. Brown,  
President.



# WORKING AGREEMENT

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THIS AGREEMENT entered into this 13th day of November, 1942, between the Briggs Manufacturing Company, a Michigan Corporation, and the Briggs Indiana Corporation, an Indiana Corporation, hereinafter referred to as the "Company," and the International Union, United Automobile, Aircraft, Agricultural Implement Workers of America, and its Local No. 212 and Local No. 265 affiliated with the Congress of Industrial Organizations, including the International Union Federation of Architects, Engineers, Chemists and Technicians, hereinafter referred to as the "Union."

## ARTICLE 1 RECOGNITION

Section 1. The Company agrees to recognize the Union as the sole and exclusive collective bargaining agency for the purpose of deciding any disputes which may arise concerning wage rates, working conditions, hours, dismissals, discriminations or other conditions of employment.

(a) All employees who are members of the Union in good standing in accordance with the Constitution and By-Laws of the Union and those employees who may thereafter become members shall, during the life of the Agreement, as a condition of employment, remain members of the Union in good standing.

(b) The Union agrees that its representatives and members will not, on Company time

or property, solicit membership in the Union and that its representatives and members will not intimidate or coerce employees in any manner or at any time.

(c) The management of the Company and the direction of the working forces, including the right to hire, suspend or discharge for proper cause, or transfer, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Company, provided that this will not be used for purposes of discrimination against any member of the Union.

(d) The Union agrees that it will not accept for membership direct representatives of the management, such as superintendents, foremen, assistant foremen or supervisors in charge of any classes of labor, time study men, plant protection employees, or confidential salaried employees.

## ARTICLE 2 REPRESENTATION

Section 1. Any differences arising between the Company and the Union or its members shall be settled in the following manner:

FIRST. Between (a) the aggrieved member of the Union and his steward, and (b) the foreman of the department involved.

SECOND. Between (a) the aggrieved member's steward and the chief steward of the department, and (b) the foreman and superintendent of the department.

In event that an agreement cannot be reached the chief steward may contact the

plant committeeman who will endeavor to effect a settlement. There shall be one plant committeeman for each plant and shift who shall devote the necessary time to the settlement of grievances as the occasion requires.

THIRD. Between (a) the shop committee, which shall consist of not more than five members for each plant, and (b) the plant management. The department's chief steward may attend if his presence is required. The plant committees shall be paid for one hour at their regular hourly rate for said meetings.

FOURTH. Between (a) the negotiating committee of the Union and, if desired, a representative of the International Union, and its attorney, in all not to exceed fifteen (15) persons, and (b) the representatives of the management. ✓

In the event of a grievance arising out of increased speed of production, the chief steward and two assistant stewards of the department affected shall meet as soon as reasonably possibly with the manager of the plant and other Company representatives to adjust such grievances.

Prior to the meeting provided for in the third step above, the shop committee shall furnish the plant manager with the complaint in writing, giving full details, and requesting a hearing thereon. Such meetings shall be held not oftener than once a week.

Emergency meetings may be held by mutual agreement of Supervision and the Plant Committee Chairman.

The meeting provided for in the fourth step above shall be held within twenty-four (24)

hours if practicable, after being requested in writing.

Section 2. Should a grievance not be settled in the regular grievance procedure all data shall be submitted to a committee consisting of two executives of the Company and two official representatives of the Union. Final determination of the grievance shall be made within fifteen (15) days. Should this committee not be able to reach an agreement, the grievance shall be submitted for final disposition to an arbitrator appointed by the National War Labor Board.

Section 3. Employees violating rules of the Company or the constitution of the International Union, U.A.A.A.I.W.A., C. I. O. shall be subject to discharge.

Section 4. In the event a member of the Union shall be discharged from his employment from and after the date hereof, and he believes he has been unjustly dealt with, such discharge shall constitute a case arising under the method of adjusting grievances herein provided. All such cases of discharge shall be taken up and disposed of within five (5) days from the date of discharge. In the event it should be decided under the terms of this agreement that an injustice has been done the employee with regard to the discharge, the Company shall reinstate such employee and pay him any loss of wages for such lost time.

### ARTICLE 3 HOURS AND WAGES

Section 1. The standard work day shall be not more than eight (8) hours and the standard work week not more than forty (40) hours.

Section 2. For the duration of the War, unless changed by Legislation or mutual consent, Saturdays, Sundays and Holidays shall be treated as ordinary working days, except as stated in Section 2 (b).

- (a) The work week shall consist of seven (7) days and begin at 12:01 a. m., Monday (Sunday midnight) and shall be the basis for computing overtime.

Time and one-half shall be paid for all work over eight (8) hours in any one day.

Straight time shall be paid for forty (40) hours during the work week period.

Time and one-half shall be paid on the sixth (6th) day after completion of forty (40) hours at straight time.

Double time shall be paid on the seventh (7) day after completion of forty (40) hours at straight time and eight (8) hours at time and one-half on the sixth (6th) day.

- (b) Time and one-half shall be paid for the following holidays, namely, New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas when work is performed on these days.

Credit will be given in computing overtime when work is not performed on such Holidays.

- (c) Time lost due to manufacturing irregularities shall be considered as time worked in the work week period when

computing overtime for the sixth (6th) or seventh (7th) day.

- (d) Time lost for personal reasons shall not be considered as time worked in the standard work week period when computing overtime for the sixth (6th) or seventh (7th) day.
- (e) Time lost by Officers of the Union and Shop Committeemen as defined in Article 4, Section 13, of our Agreement, and delegates elected to Conventions called from the Plants on Union business pertaining to our agreement shall not constitute a break in his or her work week.
- (f) In order to secure the greatest possible utilization of equipment, the right of the Management is recognized to establish swing shifts.

Section 3. In accordance with Directive of the National War Labor Board, wage rates for women shall be set in accordance with the principles of equal pay for comparable, quantity and quality of work on comparable operations. Any dispute arising as to the question of quantity, quality or comparability, as herein defined, shall be subject to consideration under the established grievance procedure. Any unresolved disputes on this matter shall be subject to final determination by an arbitrator appointed by the National War Labor Board.

Section 4. Each shift or group shall have a standard starting and quitting time, subject to demands of production.

Section 5. Employees called in to work and sent home shall receive not less than three

(3) hours' pay at the guaranteed hourly rate, except in case of a shut-down beyond the control of the Company.

Section 6. If a stoppage of work occurs due to a cause over which the employees have no control, full pay will continue unless the employees are sent home. The management will not increase the length of the lunch period, but is may advance or postpone the lunch period not to exceed one hour.

Section 7. The regular lunch period shall be thirty (30) minutes.

Section 8. Hourly-rate employees on regular second and third shifts starting after 2:00 p. m. daily will receive five (5) per cent additional to their regular rate of pay, which will be added to the total amount of pay received only for the work done on the regular second and third shifts.

Section 9. New employees shall be hired in at the minimum of their classification and shall receive a five (5) cent increase after four (4) weekly pay periods, and a second five (5) cent increase at the end of twelve (12) weekly pay periods.

## SENIORITY

The following seniority agreement is understood to stand for the duration of the war. At the expiration of war work and upon resumption of civilian production all seniority in the Evansville Plant will return to the original status which prevailed at the time of the shut-down which occurred on January 30, 1942.

## ARTICLE 4 SENIORITY

Section 1. Seniority shall be accumulative from the first day of employment, subject to the conditions set forth in Section 8 of this Article.

Section 2. New employees shall establish seniority at the end of their first three (3) months of employment, and shall be on a division wide basis.

Section 3. The Evansville Plant, for the purpose of seniority, shall be divided into four divisions; namely paint, metal, non-productive and skill.

Employees transferred from one division to another, shall take their seniority with them immediately except those employees covered in Section 4.

Section 3a. When it is necessary to reduce the force in a division, employees having less than three (3) months' seniority will be laid off first. Qualifications of these employees will be the deciding factor as to whom will be laid off first. Employees with more than three (3) months seniority will be stepped down from a higher to a lower classification on jobs that do not require more than a normal three day breaking-in period, in the same division. When they reach the lowest classification to which they are entitled to and no further work is available, they will be laid off.

Section 4. Employees classified as up graders in the Skilled Division shall be considered as temporary employees and shall be laid off first on the basis of their plant seniority in accordance to Section 3a. Their

seniority shall start in the Skilled Division on the date they qualify and their classification is changed to a code in such division.

Section 5. Temporary layoffs, not to exceed fifteen (15) days, due to manufacturing irregularities, may be made without consideration of seniority rights. A layoff between models shall be considered a temporary layoff, and employees shall be laid off by divisions according to their seniority in their division.

This agreement supercedes and cancels the first five sections of Article 4 of the new contract, negotiated November 13, 1942, between Briggs Manufacturing Company and Briggs Indiana Corporation and Local No. 212 and No. 265 U.A.A.A.I.W.A., C.I.O.

This agreement was reached on January 8, 1943 between the management of the Briggs Indiana Corporation and H. J. Roesch of the Briggs Manufacturing Company and Local No. 265 U.A.A.A.I.W.A., C.I.O. This seniority agreement is understood to stand for the duration of the war. At the expiration of war work and upon resumption of civilian production all seniority in the Evansville plant will return to the status which prevailed at the time of the shut-down which occurred on January 30, 1942.

Section 6. Notice of a layoff will be given employees as far ahead as possible.

Section 7. (a) Employees who are classified by the Management as indispensable for starting or maintaining a proper flow of production or for preparing tools, plant or equipment, or for similar reasons, will be retained or recalled without regard to seniority.

(b) Foremen demoted because of lack of work will not be retained on the indispensable list for more than one year from date of demotion.

(c) Departmental Chief Stewards, demoted because of lack of work, will retain their seniority status as Chief Stewards, not to exceed one year from date of demotion. The total number of Chief Stewards will not exceed the number specified according to section 14 of this Article.

Section 8. Seniority rights shall be forfeited if an employee is absent over eighteen (18) months, quits of his own accord, or is discharged, or refuses to return to work when called. However, all employees having seniority who are not called back to work due to the curtailment of automobile production, shall continue to accumulate seniority for the duration of the emergency program. Notice of the call to return to work shall be by mail, telegram or newspaper advertisement. If, however, circumstances make it impossible for an employee to immediately return to work, he may ask the Employment Office for a leave of absence, subject to leave of absence rules, which will keep his seniority intact. Employees who have previously worked for the Company will be hired before new employees are hired, provided they can qualify for the job available.

Section 9. Any employee who is absent from work due to military service for the United States during any war in which the United States is engaged, shall continue to accumulate seniority during such absence and shall be returned to work, if work is available, providing the employee returns within a

period of forty (40) days after discharge from service, and is physically able.

Section 10. Employees' names shall not be removed from the payroll or employment roll on account of sickness or other reasonable causes, provided the employee notifies the Employment Office within three (3) days after absence.

Section 11. All promotions shall be based on seniority and ability to do the work.

Section 12. Employees who have been disabled as a result of accidental injury or occupational disease arising out of or in the course of their employment with the Company may be reinstated without regard to seniority for a period of sixty (60) days for rehabilitation purposes.

Section 13. In order to preserve the continuity of this bargaining program, the Company agrees that the department chief stewards shall have the highest seniority rating in their respective departments, (excepting the foremen in the departments.) The plant shop committee shall have the highest seniority rating in their respective plants (excepting the foremen in the plants, and at the termination of their offices as chief stewards or plant shop committeemen they shall resume their normal seniority ratings except in cases covered by Section 7 (c). Local Union Officers, not to exceed eighteen (18) in number for all Detroit plants and nine (9) for Evansville Plant, shall be granted seniority rights in their department next to the shop committee, the names to be furnished the Employment Department in writing.

Section 14. There shall not be more than one chief steward for each shift of each de-

partment, except where the department is divided by floors and separate buildings.

Section 15. Seniority lists shall be furnished the Local Union Officers twice a year on approximately May 15 and November 15.

Section 16. Any employee leaving the employ of the Company because of election or appointment to office for Local 212 or Local 265 or the International Union, United Automobile, Aircraft, Agricultural Implement Workers of America, shall retain full seniority rights as long as he is such Officer.

Section 17. Employees of the Engineering Division are accorded company seniority and are to be transferred between plants on the basis of their classification seniority.

## ARTICLE 5

### GENERAL WORKING CONDITIONS

Section 1. Every employee must ring his clock card as follows:

- (a) Before his starting time.
- (b) At the completion of his work.

Employees must be in their departments with necessary tools ready for work when the signal is given for work to begin and must remain at their work until the signal is given to quit.

Any failure to ring the clock card will result in the deduction of fifteen (15) minutes. The penalty for being late will be the remainder of the quarter hour in which the card is punched in, plus the time the employee is late.

Employees shall be granted five (5) minutes at the end of each shift to return their tools to the cribs and for such other preparations that are essential before leaving the department.

Section 2. If any extra work is to be done, it shall be divided as evenly as possible among those employed at such work in the department.

Section 3. Rest periods will be taken by women only when the necessity requires and at a time which will least interfere with production schedules.

Section 4. There shall be no distribution or posting by employees of pamphlets, advertising or political matter, cards, notices or any other kind of literature upon the company's property, except as provided under Section 12.

Section 5. There shall be no solicitations of funds on the company's premises for any purpose, unless mutually agreed to.

Section 6. The company shall continue to make reasonable provisions at its plants for the safety and health of its employees and for the care of persons injured in its employ.

Section 7. The employees shall notify the employment office of any change in address within three (3) days. A duplicate of this notification will be retained by the employee. The company will rely upon the address in the records.

Section 8. In compensating for disability due to an occupational disease, the employees will be entitled, in computing any differential, to the rate he received when he contracted the occupational disease, or the mini-

mum of the new rate, whichever is higher. This shall not apply to cases covered by the Workmen's Compensation Act of Michigan, or the Occupational Disease Act of Indiana.

Section 9. Registered doctors will be kept in charge of the company's first-aid departments and will work exclusively for the company, being on call twenty-four (24) hours a day.

Section 10. Sufficient tool cribs shall be maintained to reasonably permit employees to get their tools without undue waiting. Wherever practicable, tools including acetylene and gas torches furnished by the Company for production will remain on the line between shifts and over week-ends and Holidays.

Section 11. All employees will be paid on Company time.

Section 12. A bulletin board shall be provided for each department which will be used exclusively by the Union for posting notices of meetings, elections, recreational events, etc. A copy of each notice is to be furnished the department superintendent, and must meet with his approval.

Section 13. No foreman will perform an operation which will deprive an operator of his regular job. This does not prevent the foreman from performing the necessary functions of instruction and temporary or partial assistance.

Section 14. The Union will not cause, or permit its members to cause, nor will any member of the Union take part in any strike, either sit-down, stay-in, or any kind of strike or other interference, or any other stoppage,

total or partial, of production at any of the plants of the company during terms of this agreement until the grievance procedure has been exhausted.

Section 15. Both parties mutually agree they will do everything in their power to facilitate the production of war work and also take every precaution to prevent sabotage.

THIS AGREEMENT shall continue in full force and effect until November 13, 1943, and from year to year thereafter, unless thirty (30) days prior to November 13th of any year, proposed amendments shall be submitted by either the Company or the Union.

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**INTERNATIONAL UNION**

**U. A. A. A. I. W. A., C. I. O.**

By Leo LaMotte  
International Regional Director

By Melvin Bishop  
International Regional Director

By Clark Hutchinson  
International Representative

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**BRIGGS MANUFACTURING COMPANY  
AND**

**BRIGGS INDIANA COPORATION**

By W. D. Robinson  
Vice President and Asst. Gen. Mgr.

By F. H. Taylor  
Personnel Director

By Paul Coler  
Assistant Personnel Director

**LOCAL No. 212 AND No. 265  
U.A.A.A.I.W.A., C.I.O.**

By Joseph Ferris  
President Local 212

By Gordon MacDonald  
Vice-President Local 212

By Edward McGarry

By Chester L. Kosmalski

By Sam Costin

By Tom Ishmael

By J. J. Murphy

By Leo Elery

---

**BRIGGS INDIANA CORPORATION**

By Chas. W. Kennedy

By M. O. Clark

---

**LOCAL 265 U.A.A.A.I.W.A., C.I.O.**

By Wayne Austin

By Charles L. Roberts

By George Falls

By Albert Westfall

By Howard Cash

By Tom Ferguson

By David Sullivan

## INTERPRETATIONS

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Introduction to Agreement.  
Same as in previous Agreement  
except change of date.  
Self-explanatory.

Art. 1      Same as in previous Agreement.  
Sec. 1      Self-explanatory.

Sec. 1 (a)    New Section.  
Present members in good standing  
and those who may hereafter be-  
come members shall continue, as a  
condition of employment, to remain  
members of the Union in good  
standing.

Sec. 1 (b)    Same as in previous Agreement.  
Self-explanatory.

Sec. 1 (c)    Same as in Previous Agreement.  
Self-explanatory.

Sec. 1 (d)    Same as in previous Agreement.  
Self-explanatory.

Art. 2      Same as in previous Agreement.  
Sec. 1      It is the duty of the foreman to  
First:      hear any grievance and make  
every effort to effect a settlement  
promptly. Employees presenting  
a grievance are to be treated cour-  
teously and diplomatically. If  
there is any doubt in the foreman's  
mind as to his jurisdiction or Com-  
pany policy he should contact his  
superintendent.

Sec. 1  
Second:

First paragraph same as in previous Agreement.

If the foreman is unable to settle a grievance, then the superintendent shall endeavor to do so. It is the management's contention that the best relationship exists where grievances are settled within the department where they arise. If the superintendent has any question as to his jurisdiction of Company policy he should contact the Plant Manager immediately. A written report in detail is to be made daily to the Plant Manager of each grievance brought up, stating decision given to employees. This applies to grievances that are settled and also those that are not settled. This report is also to include any other incidents that may occur during the shift.

Second paragraph NEW.

This paragraph provides that where a grievance is not settled in the first and second steps as outlined above, the Chief Steward of the Department may contact the Plant Committeeman of his shift. You will be advised as to whom this Committeeman is for each shift by your Plant Manager. It is agreeable that the Steward may use the telephone to call the Committeeman who, as stated, is to have necessary time away from his work to effect settlement, if possible to do so, before the grievance is submitted in writing for discus-

sion in weekly committee meeting with Plant Manager. The Committeeman is to advise his foreman before leaving his Department.

Sec. 1  
Third:

Same as in previous Agreement.  
This covers written grievances which have not been settled in the first and second steps outlined above. Every effort should be made to settle grievances with the Plant Committee. For further explanation see next page, Article 2, Section 2.

Sec. 1  
Fourth:

Same as in previous Agreement.  
This step in the grievance procedure covers grievances which have not been settled by the Plant Manager and the Plant Committee. Such cases are taken up by the Officers of the Local with the Personnel Department, together with such representatives as the Local desires as outlined.

On receiving a grievance pertaining to speed-up of production, the Foreman is to immediately notify his superintendent, and the superintendent is to contact the Plant Manager at once.

Next paragraph.

Same as in previous Agreement.  
Self-explanatory.

Next paragraph.

NEW. This applies to unusual conditions that may occasionally arise, (other than "speed-up" covered in fourth paragraph on this page.)

Last paragraph.

Same as in previous Agreement.  
Self-explanatory.

Sec. 2

Same as in previous Agreement,  
with addition of last sentence.

This is known as the Fifth Step of the Grievance Procedure and provides for meeting as stated between two executives of the Company and two official representatives of the Union for such grievances "referred to the Local" by Plant Committees which are not settled by the Personnel Department in the Fourth Step.

It behooves everyone concerned to make every attempt to settle all grievances that arise, either in the shop or in the weekly shop committee meetings. With the proper and intelligent effort on the part of all Supervisors and Plant Managers, the majority of all grievances should be settled in the departments before they become written grievances. The final sentence of this section is an addition to previous Agreements and provides that where grievances are unable to be settled in the steps provided above, they are to be referred to an Arbitrator appointed by the National War Labor Board.

Sec. 3

NEW, —Not in previous Agreement.

Employees violating rules of the Company as contained in Company

Rule Book are subject to discharge. Discharge cases should be taken up with the Plant Manager immediately, who will give the proper disposition. That part of the section referring to the Constitution of the International Union applies to Article 1, RECOGNITION, Section 1, Paragraph (a), and will be negotiated between the Officers of the Union and the Personnel Department.

Sec. 4 Same as in previous Agreement, old Section 3.  
Self-explanatory.

Art. 3 Same as in previous Agreement.  
Sec. 1 Self-explanatory.

Art. 3 NEW SECTION. This includes  
Sec. 2 provisions of overtime agreement signed June 10, 1942.  
See interpretation page 25.

Sec. 2 (a) NEW SECTION.  
(b) Interpretation of method of computing straight time and overtime  
(c) pay in the seven-day work week starting Monday through Sunday.  
(d)  
1. Time and one-half shall be paid for all hours worked over eight (8) hours in any one day.

#### SIXTH DAY

2. Time and one-half shall be paid for the sixth (6th) day in the work week provided that forty (40) standard hours shall have been worked.
3. In the event that forty (40) standard hours have not been worked,

that portion of the time of the sixth (6th) day necessary to complete the forty (40) standard hours shall be paid at straight time and the balance of the time on the sixth (6th) day beyond (40) standard hours shall be paid at time and one-half.

### SEVENTH DAY

4. Double time shall be paid for the seventh (7th) day provided that the employee has worked forty (40) standard hours and eight (8) penalty hours on the sixth (6th) day.
5. In the event that forty (40) standard hours and eight (8) penalty hours on the sixth (6th) day have not been worked,
  - (a) that portion of the time necessary to complete the forty (40) hours' standard time shall be paid at straight time.
  - (b) and that portion of the time necessary to complete the forty-eight (48) hours shall be paid at time and one-half.
  - (c) The balance of the time shall be paid at double time.

All *Penalty* time on the sixth (6) day shall be used in computing the forty-eight (48) hours for the sixth (6th) day of the work week. The balance of the time shall be paid at double time. See example:

### OLD METHOD

Worked	Days	Regular	1½	Double
10	M	8	2	
10	T	8	2	
4½	W	4½		
10	T	8	2	
10	F	8	2	
	Total	36½		
10	S	3½	6½	
8	S		3½	4½
62½	Total	40	18	4½

### NEW METHOD

Worked	Days	Regular	1½	Double
10	M	8	2	
10	T	8	2	
4½	W	4½		
10	T	8	2	
10	F	8	2	
	Total	36½		
10	S	3½	6½	
8	S		1½	6½
62½	Total	40	16	6½

NOTE: Time lost for personal reasons shall not be considered as time worked in the standard work week period when computing overtime for the sixth (6th) or seventh (7th) day. Time lost due to manufacturing irregularities shall be considered as time worked in the work week period when computing overtime for the sixth (6th) or seventh (7th) day. Failures to ring will be docked as per rule but will not be deducted in comput-

ing overtime on the sixth (6th) and seventh (7th) day. Get failures to ring okeyed on the back of employee's clock card. *Double failures to ring in and out* on same day require okey of Department Superintendent and Plant Superintendent. IMPORTANT. Work week starts Monday and runs through Sunday. Payrolls end on different days during the seven-day work week period and it is necessary to carry over the standard hours of certain days of the old pay ending card to the new clock card in order to match up the balance of the work week hours. This is in order to compute overtime payment for sixth (6th) and seventh (7th) days.

*Following clause in the previous Agreement is eliminated:*

"All hourly rate employees whose duties are such that they are required to work at hours when production is not running, such as tool crib men and truck drivers, shall be paid time and one-half for all work over nine (9) hours in any one day." *First Aid* is to notify Chief Timekeeper of time lost due to accident in course of employment, and such lost time is to be credited in computing overtime on Saturday and Sunday. Where employees are not transferred between plants after regular working hours, resulting in time lost, the Employment Department must advise the Chief Timekeeper and

employee given credit for such lost time in computing overtime on Saturday and Sunday.

- Sec.  
2 (e)      The Local is to advise the Personnel Department of employees who lose time provided for in this section. The Personnel Department in turn will advise the Time Department, giving employees' badge numbers, names and amount of time that is to be credited in figuring overtime in the work week period.
- Sec.  
2 (f)      Self-explanatory.
- Sec. 3      NEW Section (See last section above)  
Self-explanatory.
- Sec. 4      Same as in previous Agreement. Self-explanatory. Hours are to be divided as evenly as possible between shifts.
- Sec. 5      Previous Agreement provided two (2) hours' call-in pay. This section has been changed providing three (3) hours' call-in pay.
- Sec. 6      Same as in previous Agreement. Self-explanatory.
- Sec. 7      Same as in previous Agreement. There is no objection to an employee eating a sandwich during working hours but he is not to eat his lunch on Company time, nor is any department to make a practice of shutting down other than at the regular prescribed lunch period.

- Sec. 8 Same as in previous Agreement.  
Self-explanatory.
- Sec. 9 NEW Section.  
Self-explanatory. All hourly-rate  
employees affected.
- Art. 4 This section gives a worker senior-  
Sec. 1 ity from the first date of hiring  
provided he has established his  
seniority under the provisions of  
Section 2 and providing he did not  
forfeit his seniority rights under  
the provisions of Section 8, by  
being absent over eighteen months,  
quits of his own accord, is dis-  
charged, or refuses to return to  
work when called.

- Sec. 2 Seniority shall be accumulative,  
i. e., an employee may work one  
month each year for three (3)  
years and accumulate seniority.  
However, when three (3) months  
have been worked or accumulated  
an employee's seniority will be  
established and dated three (3)  
months prior to the date of es-  
tablishing it.

**EXAMPLE:**

Hired—June 1, 1938; Laid off  
July 1, 1938.

Rehired—June 30, 1939; Laid  
off July 30, 1939.

Rehired—July 29, 1940; Laid  
off August 29, 1940.

Employee will have three (3)  
accumulated months of seniority  
and his seniority date will be  
May 29, 1940.

A new employee will be considered any person hired who has not worked long enough to establish three (3) accumulative months of service.

New employees who enter our school will be given credit for the time spent in school when computing their seniority.

Sec. 3      Paint Division—Depts. 15, 21, 382, 383, 391.

Metal Division—Depts. 15, 396, 397, 398.

Non-Productive Division Depts.—4, 17, 31, 41, 48, 50, 58, 59, 60, 64, 232, 248.

Skilled Division Depts.—1, 8, 9, 11, 12, 45, 82, 98.

Sec. 3a.      First to be laid off in a division are temporary employees, those with less than 90 days accumulated service. Next to be laid off are employees with seniority who can move between departments in the same division on the same code in order to protect their jobs. The employee they replace can transfer to a lower code in his division provided he or she can qualify on the lower code in three days.

Sec. 4b.      Employees coded as Upgraders in the Tool and Die or skilled divisions, shall be considered as temporary employees within the division and should a layoff occur, will be laid off this code according

to their Company seniority and be privileged to return to their previous code or occupation, providing they have sufficient seniority, in accordance with Section 4 (a). Their seniority shall start in the Tool and Die, or skilled division on the date their code is changed to a skilled code or occupation in such division.

Sec. 5

The interpretation is as follows:  
Temporary layoff—Any fluctuation of production schedules due to: Breakdown, customers' cancellations, or forces beyond our control, which temporarily interrupt regular schedules for a period not to exceed fifteen (15) days, will be called a temporary layoff. This also applies to a layoff between models. Wherever possible this type of layoff will be made on the basis of code seniority within a department, and is subject to the previous procedure. Employees on a temporary layoff are to be rehired on the code and rate received when laid off. Subsequent code and rate changes will be made either up or down after three days on the new code.

Sec. 6

This means employess will be notified *as soon as we know* a layoff is take place. The department superintendent must notify the Plant Manager before a layoff is made.

Sec. 7 (a)

Self-explanatory.

Sec. 7 (b)

When there is a curtailment of production and it is necessary to

demote a foreman, he is to be demoted in the department he worked as a foreman and shall take the highest rated job he is capable of performing and retain the highest seniority rating in the department for one year from date of his demotion from foreman. In event a shift is abolished he will be transferred to another shift in the same department.

Sec. 7 (c) Such demotion would occur only with curtailment in production. In case the shift is abolished, the demoted chief steward will be transferred to another shift in the same department.

Sec. 8 There are two changes in the revised section:

1. Seniority is extended for a period of eighteen (18) month.
2. Definite provisions for leaves of absence have been established. Employees are to be referred to Employment Department for permission to secure Leave of Absence.

Employees who have previously worked for the Company and have lost their seniority through no fault of their own, will be hired before new employees are hired. All post card and telegrams notifying employees to return to work are listed, and the date sent is stamped on the employment record. If circumstances prevent employee from returning and he will notify

the employment office of his reason for being unable to return, a leave of absence may be granted, subject to Leave of Absence regulations.

There is an additional Clause added to this Section:

All employees having seniority who are not called back to work due to curtailment of automobile production, shall continue to accumulate seniority for the duration of the emergency program, and their seniority not cancelled unless they refuse to return when called.

Sec. 9 Self-explanatory.

Sec. 10 Self-explanatory.

Sec. 11 Interpretation is as follows:  
Everything else being equal, in case of promotion, seniority shall be the deciding factor.

Sec. 12 Definition of rehabilitation case:  
If, because of resultant injury in a plant of the Company an employee would be barred from employment elsewhere, and is unable to do a normal day's work on his regular operation, he will be placed on the rehabilitation list. In some cases this will be temporary, in others permanent, depending on the nature of the disability and rate of recovery. Following procedure is to be used:

1. An employee being rehabilitated is to be placed on the Rehabilitation

List by the Employment Department, on instructions of Industrial Relations Department, and so shown on the seniority list of the department where placed as carrying preferential seniority.

2. He shall be placed on work in a department in accordance with his ability and in keeping with his rehabilitation.
3. He shall be rotated with regular employees of the department insofar as keeping hours equalized.
4. He shall be the last man to be laid off next to the Chief Steward, provided there is work he is capable of doing the same as a regular employee.
5. He shall be given work in his department during a shut-down next to a Chief Steward provided there is work available he is capable of doing the same as a regular employee of the department.
6. At the start of work on a new model program he shall be the first employee recalled after the Chief Steward, provided there is work available he is capable of doing the same as a regular departmental employee.
7. If he is not qualified as stated in Item 6, the regular employees of the department are to be called in for the first fifteen working days of the new model period by code seniority, then the rehabilitation

and other regular employees in accordance with their seniority as a group.

Sec. 13

Interpretation is as follows:

In the event of a total layoff in a department, upon rehiring, the first men in are the Foreman, the Union Committeemen, the Officers of the Union, the Chief Stewards, then the oldest employees with seniority. A Local Union Officer will not replace the departmental Chief Steward on a layoff for change over between models. Officers of the Local will be employed on work they are capable of doing when work is available. Overtime and Saturday and Sunday work is divided among Officers of the Local the same as regular employees—the only exception is the Chief Steward and then when his job is working, or an equivalent rated job he can do. See additional explanation to Section 2, Article 5, Page 36.

Sec. 14

A Chief Steward may appoint line stewards as his assistants. Every effort will be made to keep a Line Steward on his regular operation and shift, except when layoffs occur. We will at no time recognize them as having status similar to that of Chief Stewards.

Procedure for handling Line Stewards:

1. The Line Steward will stay on his own line if it works 100 per cent. In event we work only part of a

line, the Line Steward will be retained only if his particular operation works, or if he has less hours than other operators on his own line.

2. We consider a Line Steward the same as any other employee, with exception as outlined in No. 1.
3. Line Steward will be called in to work only if his hours are not up to the average of men working on his line.
4. Line Steward shall share work with balance of men on his line.
5. At the start of a production model, Line Stewards will be brought back according to their regular seniority and will be placed back on their regular shift on the same basis.

Sec. 15 Self-explanatory.

Sec. 16 Self-explanatory.

Sec. 17 NEW Section—not in previous Agreement.

Self-explanatory. This refers to those employees who are members of the F.A.E.C.T.

Art. 5 Same as in previous Agreement.

Sec. 1 (a) Self-explanatory.

Sec. 1 (b) Same as in previous Agreement. Particular attention is called to the rule that:

Employees must be in their departments with necessary tools

ready for work when the signal is given for work to begin, and Must remain at work until the signal is given to quit unless employees are affected by new section in this paragraph, in which case there is to be no lining up at the clock preparatory to ringing out.

First Paragraph The phrase "with necessary tools" has been added.—Self-explanatory.

Second Paragraph Same as in previous Agreement. Self-explanatory.

Third Paragraph This is a NEW section and was granted as stated therein to give employees five (5) minutes before the quitting whistle to return their tools and such other equipment as required to the cribs. In departments where no tools or equipment are necessary to be put back in cribs, employees are expected to work to the regular quitting whistle. It is the function of the Supervision to see that this is enforced, also that discipline is maintained at all times.

Violators of these regulations are subject to discharge and daily plant reports should be made of such violators so that we will have a record of infractions of this rule. This is IMPORTANT.

Sec. 2 The Chief Steward is to be notified when employees are asked to work overtime.

The Chief Steward will work only when work on his classification is

available. He will not be put on a lower rated operation to make a job for him. He may appoint another employee in his department, who is called upon to work, to act as temporary Chief Steward, and we are to recognize such appointment.

When taking inventory in a department, the department responsible for the inventory is the one which will have the Chief Steward recognized as such.

In case of temporary layoff, such layoff will be made without regard to the preferential seniority of a Chief Steward. However, if there is more than two days' work, the Chief Stewards of the second and third shifts will be transferred to the first shift.

Sec. 3

NEW Section—Not in previous Agreement.

Effective with pay periods starting on and after November 8, 1942, wage adjustments for women were put into effect in accordance with the directive of the National War Labor Board as follows:

“Wage rates for women shall be set in accordance with the principles of equal pay for comparable quantity and quality of work on comparable operations.”

It has been the policy of this Company for many years to allow

female employees a 15 minute rest period each half shift. It is the opinion of the Union and the Company that for women to produce "comparable quantity and quality" the same as men, they should work the same as men. When necessity requires a rest period, it shall be taken, as stated, "at a time which will least interfere with production"—for example, when waiting for inspection O. K., or for stock, etc. *Note:* The Michigan Law does not specifically provide for a 15 minute rest period—it is merely a recommendation of the Department of Labor and Industry.

- Sec. 4      Same as in previous Agreement.  
5 and 6    Self-explanatory.
- Sec. 7      Same as in previous Agreement.  
Self-explanatory.
- Sec. 8      Same as in previous Agreement.  
Self-explanatory—to be handled by  
Industrial Relations Department.
- Sec. 9      Same as in previous Agreement.  
Self-explanatory.

A first-aid attendant shall be on duty whenever ten or more employees are called in over and above those normally used on week ends and holidays.

- Sec. 10     First sentence same as in previous Agreement.  
Second sentence changed.

Interpretations is as follows:

All portable tools are to be returned to the cribs during five (5) minute period allotted for this purpose before quitting time. Extra tools taken out for temporary use during the shift should be returned to the crib as soon as the operator is through with them—and not wait until the end of the shift.

Sec. 11      Same as in previous Agreement.  
Self-explanatory.

Sec. 12      Same as in previous Agreement.  
The procedure for posting notices  
will be as follows:

The departmental Chief Steward of each shift is to have a key to the bulletin board in the respective department. All notices are to have the approval of the Department Superintendent before being posted. All notices are to be in triplicate, the original to be posted in the bulletin board, and one copy retained by the department superintendent after approval. In case there is any doubt as to the nature of the notice to be posted, the Department Superintendent is to call the Personnel Department for instructions. One copy of each notice is to be promptly given to the Plant Manager who in turn is to forward to the Personnel Office for filing. It is the duty of the Chief Steward to see that the bulletin boards are kept in a neat

condition and that notices are removed as soon as they have served their purpose. Notices that the officers of the Local request the Personnel Department be posted, will be handled through the Plant Manager's Office.

Sec. 13      Same as in previous Agreement.  
Self-explanatory.

Sec. 14      Same as in previous Agreement.  
Self-explanatory.

Sec. 15      NEW Section.  
Self-explanatory.



MADE IN U.S.A.

# Agreement

Between

INTERNATIONAL UNION, UNITED  
AUTOMOBILE, AIRCRAFT AND  
AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA  
(UAW-CIO)

Local Union No. 7

Local Union No. 47

Local Union No. 140

Local Union No. 230

Local Union No. 371

Local Union No. 705

Local Union No. 833

Local Union No. 9

Local Union No. 51

Local Union No. 227

Local Union No. 375

Local Union No. 490

Local Union No. 685

Local Union No. 946



— AND —

CHRYSLER CORPORATION

SEPTEMBER 10, 1949

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**Agreement Entered Into on the 10th  
Day of September, 1943,**

**Between Chrysler Corporation**

**(Hereinafter referred to as the "Corporation")**

**and Local Union Number 7, United Automobile, Aircraft and Agricultural Implement Workers of America,  
and Local Union Number 3, United Automobile, Aircraft and Agricultural Implement Workers of America,  
and Local Union Number 140, United Automobile, Aircraft and Agricultural Implement Workers of America,  
and Local Union Number 47, United Automobile, Aircraft and Agricultural Implement Workers of America,  
and Local Union Number 227, United Automobile, Aircraft and Agricultural Implement Workers of America,  
and Local Union Number 490, United Automobile, Aircraft and Agricultural Implement Workers of America,  
and Local Union Number 51, United Automobile, Aircraft and Agricultural Implement Workers of America,  
and Local Union Number 375, United Automobile, Aircraft and Agricultural Implement Workers of America,**

**and Local Union Number 230, United Automobile, Aircraft and Agricultural Implement Workers of America, and Local Union Number 371, United Automobile, Aircraft and Agricultural Implement Workers of America, and Local Union Number 833, United Automobile, Aircraft and Agricultural Implement Workers of America, and Local Union Number 946, United Automobile, Aircraft and Agricultural Implement Workers of America, and Local Union Number 705, United Automobile, Aircraft and Agricultural Implement Workers of America, and Local Union Number 685, United Automobile, Aircraft and Agricultural Implement Workers of America, and International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, Affiliated with the Congress of Industrial Organizations.**

**(Said Local Number 7, and said Local Number 3, and said Local Number 140, and said Local Number 47, and said Local Number 227, and said Local Number 490, and said Local Number 51, and said Local Number 375, and said Local Number 230, and said Local Number 371, and said Local Number 833, and said Local Number 946, and said Local Number 705, and said Local Number 685, and said International Union being hereinafter referred to collectively as the "Union.")**

1. The National Labor Relations Board by Decisions and Certifications of Representatives having found that all the production and maintenance employees of the Corporation at the Chrysler Jefferson, Chrysler Kercheval, Dodge Main, Dodge Forge, Dodge Truck, DeSoto, Highland Park, Amplex-Harper, Plymouth, Tank Arsenal, Evansville, Kokomo, Marysville, Los Angeles, and New Castle Plants, excluding foremen, assistant foremen, timekeepers, plant protection employees, office employees, confidential salaried employees, and salaried engineers, and, in addition, excluding at the New Castle Plant only, the employees of Department No. 57 of that plant who are die sinkers or are employed in the manufacture or maintenance of dies used to complete forgings, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the National Labor Relations Act, and having certified that International Union, United Automobile Workers of America, affiliated with the C.I.O., now known as International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, affiliated with the C.I.O., has been designated and selected by a majority of all the employees of the Corporation constituting said unit as their representative for the purposes of collective bargaining, and that pursuant to the provisions of Section 9 (a) of the National Labor Relations Act, the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, affiliated with the C.I.O., is the exclusive representative of all the employees constituting said unit

for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, and whereas almost all of employees of the DeSoto-Warren Avenue Plant were transferred to the DeSoto-Warren Avenue Plant from other Chrysler Corporation plants in which these employees were represented by the Union, Chrysler Corporation and the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America previously agreed that all the production and maintenance employees of the Corporation at the DeSoto-Warren Avenue Plant, excluding foremen, assistant foremen, timekeepers, plant protection employees, office employees, confidential salaried employees, and salaried engineers, constitute a part of the above stated appropriate unit; the Corporation, pursuant to the requirement of the National Labor Relations Act, and pursuant to the agreement between the Corporation and the Union for the DeSoto-Warren Avenue Plant, recognizes International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, affiliated with the C.I.O., as exclusive representative of the employees constituting such bargaining unit in accordance with said Decisions, Certifications, and prior agreement for the term of this agreement.

2. The Corporation will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

3. It is mutually agreed that the term "employee" for the purpose of this agreement shall not include foremen, assistant foremen, time-keepers, plant protection employees, office employees, confidential salaried employees, and salaried engineers.

4. The Union will not cause or permit its members to cause, nor will any member of the Union take part in, any sit-down, stay-in or slow-down in any plant of the Corporation, or any curtailment of work or restriction of production or interference with production of the Corporation. The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike or stoppage of any of the Corporation's operations or picket any of the Corporation's plants or premises until all the bargaining procedure as outlined in this agreement has been exhausted, and in no case until after the negotiations have continued for at least five days and not even then unless sanctioned by the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America. In case a strike shall occur, either before or after all bargaining procedure has been exhausted, this agreement shall terminate at once. The Corporation reserves the right to discipline any employee taking part in any violation of this section of this agreement. The management will not cause or sanction a lock-out until all the bargaining procedure as outlined in this agreement has been exhausted, and in no case until after the negotiations have continued for at least five days.

## **Bargaining Procedure**

1. The number of districts in each plant shall be the present number, unless the number is increased or decreased by agreement between the plant management and the Union. The plant management and the Union may redistrict a plant from time to time by agreement. In each district, employees in the district shall be represented by one Chief Steward who shall be a regular employee having seniority and working in the district. In any district in which operations are conducted during more than one shift, employees in the district on each shift other than the day shift may choose an assistant to the Chief Steward. It shall be the duty of the assistant on a shift to take up grievances with the foreman or other designated representative of the management on the shift. If he and the foreman or other designated representative of the management are unable to dispose of any grievance, he may then refer it to his Chief Steward for handling in the manner hereinafter provided.

It is understood and agreed that each Chief Steward has full time work to perform in the plant. It is understood and agreed that the Chief Steward will not leave his district during working hours except to attend upon invitation of the management or the Union a regular or special meeting of the Plant Shop Committee with the Labor Relations Supervisor involving a grievance which originated in the Chief Steward's district. The foreman will grant permis-

sion to the Chief Steward to leave his work for the purpose of presenting grievances. The foreman also will grant permission to the Chief Steward to leave his work if the Chief Steward advises his foreman that a grievance or grievances have been referred to him by one or more of his constituents which require investigation before the grievance or grievances can be properly presented. In such case, the Chief Steward shall advise the foreman of the number of grievances he wishes permission to investigate, and after investigating them shall advise the foreman of those grievances he disposed of and present the remaining grievances to the foreman. Chief Stewards and assistant Chief Stewards, during their working hours, without loss of time or pay, may in accordance with the terms of this paragraph, perform their duties of conferring with foremen or other designated representatives of the plant management and of investigating grievances. The Corporation will provide a box at a suitable place in each district in which employees may deposit grievances which they wish the Chief Steward to present.

2. The Plant Shop Committee of the Union shall consist of not more than six members, each of whom shall be an employee of the plant having seniority or a regular employee of the plant having seniority who is on leave of absence. One member of the Plant Shop Committee shall be an employee on a skilled worker's classification job. It is understood and agreed that each member of the Plant Shop Committee of the Union who is a regular em-

ployee of the plant has work to perform in the plant, and that he will not leave his work without first notifying his foreman and shall report to his foreman on his return. Members of the Plant Shop Committee, by agreement between the Plant management and the Plant Shop Committee, may have assigned to them certain districts in the plant and on proper occasions may go into those districts, but not into other districts of the plant assigned to other Plant Shop Committeemen. The foreman will grant permission to a Plant Shop Committeeman to leave his work for the purpose of attending regular or special conferences with the Labor Relations Supervisor.

The foreman will also grant permission to Chief Stewards to communicate by telephone on an unsettled grievance with the Plant Shop Committeeman assigned to their districts and also will grant permission to a Plant Shop Committeeman (a) to leave his work to confer on grievances with Chief Stewards in the districts of the plant assigned to that Plant Shop Committeeman when the Plant Shop Committeeman has been requested to do so by the Chief Steward, and (b) to present grievances to the Superintendent or other management representative designated to receive them from the Plant Shop Committeeman in his district. Plant Shop Committeemen may perform their regular bargaining procedure duties during working hours without loss of time or pay.

3. The management in a plant may present to the Secretary of the Local Union as griev-

ances any abuses of the bargaining procedure by the Union, its Chief Stewards, its Plant Shop Committeemen, its Local Union officers, or other representatives or members of the Union. If the management is dissatisfied with the disposition of the grievance made by the Local Union, it may take the grievance up with the International Union. The Union may present to the Labor Relations Supervisor in a plant as grievances any abuses of the bargaining procedure by the management or its representatives. An appeal in accordance with the bargaining procedure may be taken by the Union if it is dissatisfied with the Labor Relations Supervisor's decision. Such grievances by either the Plant Management or the Union shall be presented in writing.

4. Plant Shop Committeemen, Chief Stewards and Local Union officers employed in the plant are subject to the same discipline as any other regular employee in the plant for violation of shop rules.

5. Regular conferences shall take place between the Plant Shop Committee of the Union and the Labor Relations Supervisor of the plant on one day, Tuesday, of each week. An agenda of the matters to be taken up at the meeting shall be delivered to the Labor Relations Supervisor by the Plant Shop Committee on the Monday morning preceding the meeting. Members of the Plant Shop Committee of the Union shall receive pay from the Corporation at their regular hourly rates for time spent in such regular conferences. The Plant Shop Committee may

meet at a place designated by the management on company property for one-half ( $\frac{1}{2}$ ) hour immediately preceding a meeting with the Labor Relations Supervisor, for which meeting an agenda has been filed with the Labor Relations Supervisor by the Plant Shop Committee.

6. Special Conferences for emergency matters may be arranged between the Plant Shop Committee of the Union or the President of the Local Union and the Labor Relations Supervisor, or the Plant Manager or his designated representative. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Members of the Plant Shop Committee of the Union shall receive pay from the Corporation at their regular hourly rates for the time spent in such special conferences.

7. The management will answer in writing any grievance presented to it in writing by the Union: (a) By the foreman within three (3) working days, (b) By the superintendent within five (5) working days, (c) By the Labor Relations Supervisor within seven (7) working days. These time limits may be extended at any time by agreement between the Corporation and the Union.

8. A grievance of any employee in connection with his working conditions or a joint grievance of any group of employees in connection with

their working conditions shall be presented to the management in the following manner:

- A. The employee or group of employees may (1) take the grievance up with the foreman, or (2) deposit the grievance in the box provided for that purpose, or (3) after obtaining permission of the foreman to leave their work, take the grievance to the Chief Steward or assistant Chief Steward.
- B. The Chief Steward then takes the matter up with the foreman or other designated representative of the management in the district.
- C. If the Chief Steward and the foreman or other designated representative of management are unable to dispose of the matter, the Chief Steward then shall reduce the grievance to writing and deliver copies of the written grievance to the foreman or other designated representative of management and to the member of the Union's Plant Shop Committee to whom grievances in that district are to be referred.
- D. The Plant Shop Committeeman then takes the written grievance up with the Superintendent or other designated management representative for the particular district.
- E. If the Plant Shop Committeeman and the designated representative of management are unable to dispose of the matter, then the Plant Shop Committeeman refers the written grievance to the Plant Shop Committee.

- F. The Plant Shop Committee then delivers a written copy of the grievance to the Labor Relations Supervisor and thereafter takes the matter up with the Labor Relations Supervisor at a scheduled meeting.**
- G. If the Plant Shop Committee and the Labor Relations Supervisor are unable to dispose of the matter, the Plant Shop Committee then takes the matter up with the Plant Manager or his designated representative after arranging a conference.**
- H. If the Plant Shop Committee and the Plant Manager or his designated representative are unable to dispose of the matter, the Plant Shop Committee of the Union then refers the matter to the proper higher officer or officers of the Local Union who may then again take the matter up with the Plant Manager or his designated representative after arranging a conference.**
- I. If the officers of the Local Union and the Plant Manager or his designated representative do not dispose of the matter, and the officers of the Local Union decide to take the matter further, they shall serve notice of such intention together with a copy of the original grievance prepared by the Chief Steward to the International Union, on the Plant Manager or his designated representative, and on the Director of Labor Relations of the Corporation.**
- J. The officers of the Local Union shall then**

prepare a written statement of all facts and circumstances surrounding the grievance, and the Plant Manager or his designated representative shall write a complete statement of the case. Copies of each of these statements shall be promptly sent to the International Union and to the Director of Labor Relations of the Corporation.

- K. The International Union representatives then take the matter up with the Director of Labor Relations of the Corporation.

Pursuant to and to conform with the Directive Order of the National War Labor Board dated August 27, 1943, in Case No. 960, also known as No. 3950-CS-D, International Union, United Automobile, Aircraft and Agricultural Implement Workers of America and Chrysler Corporation, the following provisions are included in the agreement after Section 8, Paragraph K, under Bargaining Procedure.

9. Should the Union not agree with the disposition of the matter made by the Director of Labor Relations of the Corporation, the Union shall prepare a record which shall consist of the original written grievance prepared by the Chief Steward, the written statement prepared by the officers of the Local Union, the written statement prepared by the Plant Manager or his designated representative and such other written records as there may be in connection with the matter and forward the same to the Vice President of the Corporation in charge of Operations,

together with a notice that the decision of the Director of Labor Relations of the Corporation with respect to that grievance is not satisfactory to the Union. The matter may then be submitted to the Appeal Board for final disposition, such disposition to be made within thirty (30) days of the submission. The Appeal Board shall consist of two executives of the Corporation and two official representatives of the International Union, and an Impartial Chairman. The Union and Corporation representatives of the Appeal Board shall attempt to settle all grievances properly referred to the Board. In the event that they are unable to settle a matter, it shall be determined by decision of the Impartial Chairman and not by majority vote of the Board. The Impartial Chairman shall have the right, however, to participate in all discussions and meetings of the Appeal Board and shall also have the duty of assisting the parties in resolving particular questions.

10. The Impartial Chairman shall have only the functions set forth herein and shall serve for one year from date of appointment provided he continues to be acceptable to both the Union and the Corporation. The fees and approved expenses of the Impartial Chairman will be paid one-half by the Corporation and one-half by the Union.

11. The power and authority of the Appeal Board shall be limited to (a) matters involving the correctness of the classification of employees, and (b) applying and interpreting the provisions of the Agreement, excluding Paragraph 1 of

Article III (rates of production). The Appeal Board shall not have authority to add to or subtract from or to modify any of the terms of the Agreement, or to establish or change any wage or rate of pay. Any case appealed to the Appeal Board on which it has no power to rule shall be referred back to the parties without decision.

12. In any matter involving complaint by the Union under Paragraph 2 of Article III as to any previously established work load, the Appeal Board's decision shall be based upon fair and accurate time studies.

13. The Union agrees that the Appeal Board shall not consider in excess of twenty-five (25) grievances which were first presented prior to July 27, 1943, and then only if the grievance was answered by the Director of Labor Relations subsequent to January 7, 1943. In such cases the Appeal Board may make no retroactive adjustment or award of any kind for a period prior to thirty (30) days subsequent to the answer of the Director of Labor Relations.

14. Any grievance not appealed from an answer at one step of the bargaining procedure to the next step of the bargaining procedure within five (5) working days after such answer shall be considered settled on the basis of the last answer and not subject to further review, except that on appeals from the decision of the Director of Labor Relations the time shall be thirty (30) days.

15. No claims, including claims for back

wages, by an employee covered by this Agreement, or by the Union, against the Corporation shall be valid for a period prior to the date the grievance was first filed in writing, unless the circumstances of the case made it impossible for the employee, or for the Union as the case may be, to know that he, or the Union, had grounds for such a claim prior to that date, in which case the claim shall be limited retroactively to a period of thirty days prior to the date the claim was first filed in writing. This section is subject to Section 13.

16. The Appeal Board shall not allow back pay to any employee who shall be disciplined for violating Section 4 of the Agreement, which section relates to strikes and lockouts, but if the penalty imposed by the Corporation is two weeks layoff or more, the grievance machinery must be expedited so that the Appeal Board's decision will come within two weeks of the written filing of the grievance.

17. In claims arising out of the failure of the Corporation to give an employee work to which he was entitled, the Corporation, before his next seniority layoff and within six months, shall give him extra work, i. e., work to which no other employee is entitled or work to which a junior employee otherwise would be entitled, sufficient to reimburse him for the earnings he lost through failure to give employment prior to filing of written notice of his claim, and this extra work shall be paid for at the hourly rate the employee would have received had he worked, or, if paid for at a lower rate, the Cor-

poration will make up the difference or so much thereof as the Appeal Board shall specify in cash. Failing to give the employee work within six (6) months, the Corporation will pay back wages.

18. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate less any unemployment or other compensation he may have received from any source during his layoff. The Appeal Board shall have authority in its discretion to deduct such further amount as it may deem fair.

19. No decision of an Appeal Board or of the management in one case shall create a basis for retroactive adjustment in any other case.

20. After a case on which an Appeal Board is empowered to rule hereunder has been referred to the Appeal Board, the case may not be withdrawn by either party except by mutual consent.

21. There shall be no appeal from any Appeal Board's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the Corporation. The Union will discourage any attempt of its members, and will not encourage or cooperate with any of its members in any appeal to any Court or Labor Board from a decision of an Appeal Board.

22. Any issue involving the interpretation and/or the application of any term of this Agree-

ment may be initiated by either party directly with the other party. Upon failure of the parties to agree with respect to the correct interpretation or application of the Agreement to the issue, it may then be appealed directly to the Appeal Board as provided in Paragraph 9.

## **II**

### **Discharge**

1. It is agreed that the maintenance of discipline is essential to the satisfactory operation of the plant.

2. The plant management agrees promptly upon the discharge of an employee to notify the Union representative in the district and the Plant Shop Committee of the discharge. Should the discharged employee or the Union representative and the Plant Shop Committee consider the discharge to be improper, a complaint shall be presented in writing through the Shop Committee to the Labor Relations Supervisor within forty-eight (48) hours of the discharge. The management of the plant will review the discharge and give its answer within seventy-two (72) hours after receiving the complaint. The management of each plant is authorized to settle such matters. If the decision is not satisfactory to the Union, the matter shall be referred to the bargaining procedure.

### **III**

#### **Rates of Production**

1. The management agrees that in establishing rates of production it will make studies on the basis of fairness and equity consistent with quality of workmanship, efficiency of operations and the reasonable working capacities of normal operators.

2. If any employee or group of employees claim that the rate of production on their job is too fast and the foreman is unable to adjust the matter, the job will be examined again in the following manner.

First, there shall be an examination with a Union representative from the district in attendance and all of the facts shall be made available for the parties dealing with the grievance. Should a satisfactory agreement not result, the matter in dispute shall be referred to the bargaining procedure. The management of each plant is authorized to settle such matters.

### **IV**

#### **Layoff, Rehiring and Transfer of Employees**

1. New employees of the plant shall be considered as probationary employees for the first six months of their employment. The six month's probationary period shall be accumulated within not more than two (2) consecutive years. After employees have finished the pro-

bationary period, they shall be entered on the seniority list of their department or division and shall rank for seniority from the day six (6) months prior to the day they completed the probationary period. There shall be no seniority among probationary employees. The Union shall represent probationary employees only in case of a discharge for discrimination for Union activities. When other factors enter into the discharge of probationary employees, the Union shall not represent the probationary employee.

2. Seniority is by department or division.

3. Rank on the seniority list shall not be affected by the race, marital status, or dependents of the employee.

4. The seniority lists of the Corporation on the date of this agreement show the names of all employees of the Corporation entitled to a ranking for seniority.

5. An employee shall lose his seniority for the following reasons only:

- a. He quits.
- b. He is discharged and the discharge is not reversed through the bargaining procedure.
- c. He is absent for five days without notifying the plant. In proper cases, exception shall be made. If the disposition made of any such case is not satisfactory, the matter may be referred to the bargaining procedure.
- d. If he does not return to work when called.

In proper cases, exceptions shall be made. If the disposition made of any such case is not satisfactory, the matter may be referred to the bargaining procedure.

- e. If an employee is out of work due to lay-off for a period of more than twelve (12) months, he will be excluded in considering the 32-hour week, but will retain his seniority and shall be recalled to work in his turn, when an increase in force is necessary and the plant is on the 40-hour basis.

6. The plant will give twenty-four hours notice of layoff as hereinafter defined to employees, and to the Chief Steward in the district where the layoff is to be made.

7. The management shall keep the seniority <sup>Now</sup> list for each department up to date at all times, <sup>by</sup> and whenever the Chief Steward shall raise a <sup>Divrs.</sup> question of seniority, shall make the seniority <sup>Sup.</sup> list available for his inspection for the purpose <sup>aj.</sup> of settling the question. The management will post in each department a corrected seniority list every ninety days.

8. Notwithstanding their position on the seniority list, Chief Stewards and assistant Chief Stewards shall in the event of a layoff be continued at work as long as there is a job in their district which they are able to do and any of their respective constituents still are at work, and shall be recalled to work after the layoff as soon as there is a job in their district which they are able to do and any of their respective constituents have been recalled to work.

9. Notwithstanding their position on the seniority list, the Plant Shop Committee and the President, Vice President, Financial Secretary, Recording Secretary, and Treasurer of the Local Union shall in the event of a layoff and rehire be continued at work at all times when one or more departments or fractions thereof are at work, provided that they are able and do the work being done at the time.

10. The plant agrees that in employing new people in any department it will so far as reasonably practicable give work opportunity to employees who are at the time laid off and are not expected to be returned to work at their plant on the model in the following order:

1. To employees of other departments of the plant, and
2. To employees of other plants of the Corporation. Such employees under this subdivision (2) start work as new employees in the plant.

11. An employee who is transferred either by the Corporation or at his own request from one plant to another plant of the Corporation, shall retain his seniority in the plant from which he was transferred for a period of twelve (12) months from the date he last worked in the plant and shall start as a new employee in the other plant, except as provided in paragraph 12 referring to the transfer of operations or departments from one plant to another plant of the Corporation.

12. When operations or departments are transferred from one plant to another plant of the Corporation, employees engaged on such operations or employed in such departments who are out of work as a result of the transfer may if they so desire be transferred to the other plant and carry their ranking for seniority to the other plant.

13. When operations or departments are discontinued, then so far as reasonably practicable, employees affected will be given other work in the plant which they can do and without change of ranking for seniority.

*Pending*  
14. When an employee is promoted or transferred to a higher paid classification, he will be paid the working rate of the new classification for fifteen (15) days after which he will receive the top rate. If within one year before the date of the promotion or transfer he has worked on and at the top rate of the classification to which he was promoted or transferred, he will be paid the top rate immediately.

15. When an employee who has been working in a higher paid classification is transferred to a lower paid classification in the plant, he will start at the top rate of the classification.

*Pending*  
16. When an employee who formerly worked in one plant of the Corporation is hired in as a new employee in another plant of the Corporation, he will receive the working rate of the classification in which he is employed in the other plant for fifteen (15) days, after which he

will receive the top rate. If within one (1) year prior to the date of his hiring in the new plant he has worked for the Corporation on and at the top rate of the same classification upon which he is hired, he receives the top rate immediately.

17. Sections 14, 15, and 16 of this article apply only to hourly rate employees who are in classifications to which the ninety (90) day plan of wage advancement is applicable.

### **Layoff**

18. When there is a decrease in force, the following procedure shall be followed:

1. All probationary employees shall be laid off.
2. Employees with seniority subsequent to January 1, 1938, shall be laid off according to seniority.
3. The hours of work shall be reduced to thirty-two (32) hours per week before any one else is laid off.
4. Should there be any further decrease in force, employees will be laid off according to seniority in order to maintain the thirty-two (32) hour week.

### **Rehiring**

19. When there is an increase in force after a layoff, the following procedure shall be followed:

1. Employees with seniority prior to January 1, 1938, except those who, due to layoff, have not, at the time of the increase in force worked for the plant within twelve months, shall be returned according to seniority before the hours are increased above thirty-two (32) per week.
2. The hours may be increased to forty per week.
3. After hours are increased to forty per week, employees with seniority prior to January 1, 1938, who have not at the time of the increase in force worked for the plant within twelve months together with employees with seniority subsequent to January 1, 1938, shall be returned to work according to seniority as they are needed.
4. When an employee's absence from work is due solely to disability resulting from sickness or injury and due proof of the disability is given to the plant, he will be returned to work in accordance with his seniority and these rules as nearly as may be as if he had not suffered disability, providing he passes the required physical examination. If the disposition made of any such case is not satisfactory, the matter may be referred to the bargaining procedure.
5. Notwithstanding any of the foregoing provisions of this Section 19, when employees in any department are recalled after a model change, the department may operate at the

rate of forty hours per week for a period of four weeks after regular operations in the department are resumed.

20. Promotions to higher paid jobs or better jobs with equal pay are based primarily upon merit and ability, but when all other things are equal the employee having the greatest seniority will receive the preference. Violations of other than merit and ability provisions of this section shall constitute grounds of a grievance.

21. For the purpose of this article dealing with seniority, the word "employee" means an employee who is entered on the seniority list.

22. For the purpose of this article dealing with seniority, the word "layoff" means an adjustment or a reduction in working force due to model change or a decrease in the company's business, and does not mean temporary adjustments of the working force due to emergencies, week-end operations, temporary adjustment of schedules, etc.

23. The Union recognizes the need for exceptional employees. Exceptional employees are employees who have a skill needed in facilitating the start of a new model or at times working forces are reduced. Any complaint by the Union in regard to the listing of any employee on the list shall be referred to the bargaining procedure.

24. The Corporation agrees that in movements of work from one plant of the Corporation to another not covered by Section 11 or

Section 12 of this agreement, the Company will discuss the movements with the International Union.

25. When an employee is transferred either by the Corporation or at his own request from one plant to another plant of the Corporation, or to a department within another plant of the Corporation, in which plant or department within a plant war work is being performed exclusively, the employee carries his ranking for seniority to the new plant or department within a plant. In case of temporary layoff in the new plant or department within a plant, the employee shall not be returned to work in the plant from which he transferred but upon completion of the war work and discontinuance of the war operations in the new plant or department within a plant he shall be returned to work in the plant from which he transferred with an accumulated seniority ranking in that plant.

26. Any employee on the seniority list who enters the military training and service of the United States Government and who, upon completion of his period of training and service, furnishes a Certificate of Completion of Service, is qualified and physically able to do available work in line with his seniority, and makes application for reemployment within forty (40) days after he is relieved from such training and service, shall be returned to work in line with his seniority on available work which is similar to that which he was doing before he left at the then current rate of pay for such work and with

seniority accumulated during such period of training and service.

27. If an hourly rated employee is promoted to assistant foreman, foreman or to any other supervisory position, and is thereafter transferred to an hourly rated employee, he shall accumulate seniority while working in the supervisory position and when so transferred shall commence work as an hourly-rated employee with the seniority ranking he had at the time of his promotion, plus the seniority accumulated while he was working in the supervisory position.

## V

### Leaves of Absence

1. Leaves of absence not to exceed one year may be granted employees without loss of seniority in cases which the Corporation deems proper.

2. Members of the Union elected to local Union positions or selected by the Union to do work which takes them from their employment with the Corporation shall at the written request of the Union receive temporary leaves of absence for periods not to exceed one year, and upon their return shall be reemployed at work generally similar to that which they did last prior to the leave of absence, and with seniority accumulated throughout their leaves of absence.

## VI

### General

*Pending* 1. An employee reporting for work on his foreman's or management's instructions but for whom no work at his regular job is available will be offered at least three (3) hours employment at some other work at his regular hourly rate. This provision shall not apply when the lack of work is due to a labor dispute, fire, flood or other cause beyond the control of the management.

2. Employees regularly employed on the second or third shift shall receive in addition to their regular pay for the pay period five (5) per cent additional compensation.

3. Time and one-half will be paid for time worked over eight (8) hours per day.

4. Time and one-half will be paid for time worked over forty (40) hours per week.

5. Time and one-half will be paid for Saturday work in excess of forty (40) hours per week. No employee will be laid off during the week for the purpose of avoiding overtime payment. For Saturday work following a holiday specified below in Section 7 in the same week, time and one-half will be paid.

*Pending* 6. Time and one-half will be paid for the sixth (6th) consecutive day worked in the regularly scheduled work week.

7. Double time will be paid for work on Sundays and the following legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, except as outlined in paragraph 8.

8. Hourly rated employees working on operations which are normally classified as seven (7) day operations will not be paid overtime for Saturday or Sunday work when the Saturday or Sunday is a working day of their scheduled week, unless such hours exceed eight (8) hours per day or shift, or forty (40) hours per week. Such employees are to receive double time for hours worked on the seventh consecutive day or on any of the designated legal holidays other than Sunday.

9. The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double overtime payments.

10. A bulletin board shall be placed in each district by the Corporation which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.

The bulletin board shall not be used by the Union for disseminating propaganda of any kind

whatsoever; and among other things shall not be used by the Union for posting or distributing pamphlets or political matter of any kind whatsoever, or for advertising.

11. When on full time three-shift per day operations the time from the beginning of the shift to the end of it does not exceed 8 hours, the employees shall work 7¾ hours on each shift and shall have a lunch period of one-quarter hour and shall receive eight hours pay. It is understood that this arrangement does not apply to shifts on which the employees work eight hours and have in addition a period for lunch, or to shifts on which by reason of reduction of hours for reasons other than the lunch period, there is time for a lunch period.

12. An hourly rated employee will ring his clock card at the noon hour when he leaves the plant.

13. The Corporation will furnish to the International Union a copy of the rate classification book of the Corporation. The rate classification book is to be treated in confidence and kept at the office of the International Union.

## **VII**

### **Special Provisions for Skilled Workers**

1. A skilled tradesman is defined as one having served a four-year apprenticeship or its equivalent in any of the popularly recognized and accepted skilled trades such as tool makers, die makers, plumbers, electricians, etc.

2. The management will endeavor to the best of its ability to equalize hours among all skilled workers in the same classification in the department. Hours taken off by employees because of illness or at their own request will be considered as hours worked in the equalization of hours.

This agreement shall continue in full force and effect until November 30, 1944, and from year to year thereafter, unless between November 1 and November 15, 1944, or between November 1 and November 15 of any year thereafter, either the Corporation notifies the Union or the Union notifies the Corporation of its desire to terminate the agreement, and thereupon the agreement shall terminate as of November 30 of the year in which the notice is given. Between November 1 and November 15, 1944, or between November 1 and November 15 of any year thereafter, the Corporation may notify the Union or the Union may notify the Corporation of its desire to amend the agreement in which event the notice shall set forth the nature of the amendments desired. If the parties are unable to agree upon the proposed amendment or amendments on or before November 30 in any such year, unless the party or parties proposing the amendment or amendments withdraws them the contract shall expire on November 30 of that year. Any amendments which may be agreed upon shall become and be a part of the agreement without modifying or changing any of the other terms of the agreement. Notice shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to International

Union, United Automobile, Aircraft and Agricultural Implement Workers of America, 411 West Milwaukee, Detroit, Michigan, or to such other address as International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, shall furnish to the Corporation in writing, and if to the Corporation, addressed to Chrysler Corporation, 341 Massachusetts Avenue, Highland Park, Detroit, Michigan, Attention Secretary, or to such other address as Chrysler Corporation shall furnish to International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, in writing.

International Union      Chrysler Corporation.  
United Automobile, Aircraft  
And Agricultural Implement  
Workers of America, Affiliated  
With the C.I.O.

September 10, 1943

International Union,  
United Automobile, Aircraft and  
Agricultural Implement Workers of America,  
411 West Milwaukee,  
Detroit, Michigan.

Dear Sirs:

Today, Chrysler Corporation and International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, affiliated with the C.I.O., entered into an agreement. This letter is being written to you to confirm certain understandings in connection with this agreement and to confirm certain additional understandings not made a part of this agreement.

pp. 23, 24  
1. It was agreed that Sections 14 and 16 of Article IV and Sections 1 and 6 of Article VI are subject to approval of the War Labor Board and are not to be effective until this approval is obtained.

2. It was agreed, subject to War Labor Board approval, that employees now on or subsequently on classifications of work subject to the six (6) months plan of wage advancement will receive the full rate of their classification at the end of ninety (90) days instead of six (6) months as at the present time. This agreement

is not to be effective until this approval is obtained.

3. It was agreed that beginning September 27, 1943, the regular scheduled work week would start at 12:01 a. m. Monday and end 168 hours thereafter except those employees on third shift operations starting Sunday night in which case their regular scheduled work week starts with the beginning of their shift Sunday night and ends 168 hours thereafter.

4. The Corporation agreed that all employees who were on the payroll June 2, 1941, and who are now receiving a rate of pay of 89 cents an hour shall, at the start of the next pay period following War Labor Board approval, be paid at the rate of 92 cents an hour. This agreement is subject to the approval of the War Labor Board.

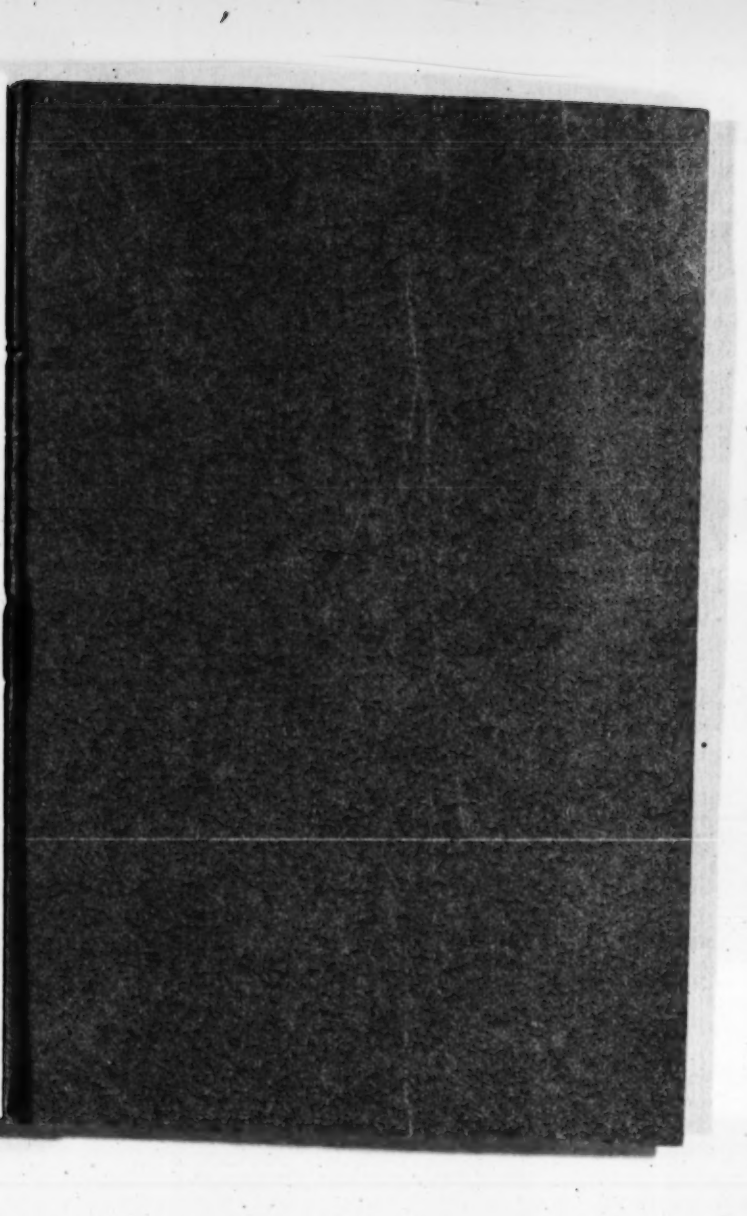
5. The Corporation agreed that it would enter into negotiations with International Union, United Automobile, Aircraft and Agricultural Implement: Workers of America, affiliated with the C.I.O., to set up an Apprenticeship Plan within the limits of the General Motors Apprenticeship Plan, and to be applied to the skilled trades only.

6. The Corporation agreed that it would enter into negotiations with International Union, United Automobile, Aircraft and Agricultural

Implement Workers of America, affiliated with the C.I.O., to set up an upgrading program within the limits of the General Motors upgrading program, and to be applied to the skilled trades only.

Yours very truly,  
CHRYSLER CORPORATION  
(Signed) Robert W. Conder

Accepted:  
INTERNATIONAL UNION,  
UNITED AUTOMOBILE, AIRCRAFT AND  
AGRICULTURAL IMPLEMENT WORKERS  
OF AMERICA, AFFILIATED WITH  
THE C.I.O.  
(Signed)  
Joseph M. Rubin





## **WEST PULLMAN LOCAL 107**

**956 WEST 119th STREET**

**Phone Commodore 2430**

**CHICAGO, ILL**



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# **AGREEMENT**

**BETWEEN**

**WEST PULLMAN WORKS**

**INTERNATIONAL HARVESTER CO.**

**AND**

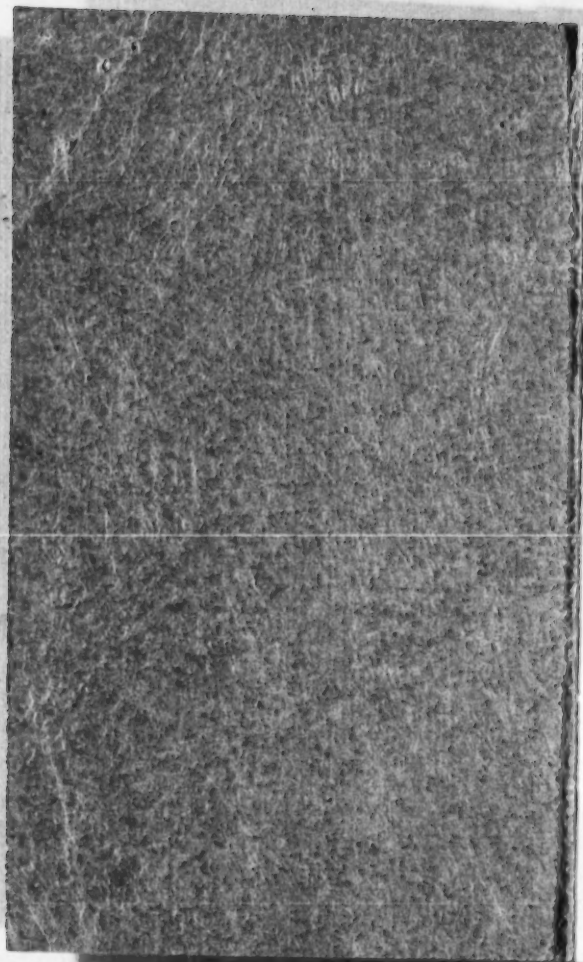
**WEST PULLMAN LOCAL 107**

**UFE&MWA - CIO**

**MAY 12, 1942**

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The following pages evidence the terms of the agreement reached through collective bargaining between the West Pullman Works of International Harvester Company and West Pullman Local 107 of the United Farm Equipment Workers of America, affiliated with the C.I.O.

It is printed in this convenient form by authority of both contracting parties who share the belief that publication of its provisions will tend to eliminate misunderstandings and in that way promote peaceful and harmonious relations between the Union and the Company. Both the Union and the Company consider this important information for all employees, inasmuch as the Union is the official collective bargaining agent for every employee in the appropriate unit.

The Union and the Company fully recognize the great responsibility which rests upon Labor & Management in the winning of the war in which our Government is now engaged, and both contracting parties will work in unison to that end.

The Union and the Company further recognize that mutual respect and confidence will not only aid greatly in carrying out the agreement's provisions, but will also aid in increased production of all necessary material to win the war.

RIDLEY BELL,

President Local 107

H. J. WATLING,

Superintendent West Pullman Works

## Article I

### AGREEMENT

This agreement made and entered into the 12th day of May, 1942, by and between the Farm Equipment Workers Organizing Committee, Local 107 of the United Farm Equipment Workers of America (affiliated with the C.I.O.) or its successor (hereinafter referred to as the "Union" and the West Pullman Works of the International Harvester Company (hereinafter referred to as the "Company").

**WITNESSETH:** That for the purpose of facilitating the peaceful adjustment of grievances complaints or disputes which may from time to time arise between the Company and its employees, the parties hereto agree with each other, as follows;

## Article II

### SCOPE OF AGREEMENT

It is agreed and understood between the Union and the Company that this agreement is limited to and embraces only such matters as are specifically set forth in the agreement, and that all other matters shall be subject to further negotiations.

## Article III

### UNION - MANAGEMENT RELATIONSHIP

#### SECTION 1. Mutual Pledge of Union-Company Cooperation For Maximum Production to Win the War.

The International Harvester Company and the Union, in recognition of the need and possibilities of increased production through creative cooperation, mutually agree to cooperate fully for harmonious relations, efficient shop discipline, and maximum production.

The Union recognizes the established rights, responsibilities and values of management, and the specific rights of management to hire and discharge its employees and to direct the working force subject to the grievance procedure as provided in this contract.

The Union agrees not to coerce or intimidate any employee into joining the Union, and will discipline any member who is guilty of such coercion or intimidation.

The Union agrees further that it will not solicit Union members or carry on other Union activities in the plant on Company times or in such manner as to interfere with the efficient operations of the Plant.

The Company recognizes the established rights, responsibilities, and values of the Union and has no objection to its employees, becoming members of the certified Union, responsible in conjunction with the Company for making and keeping this contract. The Company specifically will not tolerate, on the part of its representatives, any discrimination or activity whatever against the Union, and will discipline any employee, who, on Company time, carries on anti-union activity or who seeks, directly or indirectly, to interfere with the status, membership, or responsibilities of the certified Union.

In recognition of the national agreement between management and labor for the peaceful settlement of all disputes, and of the reciprocal guarantees of no lockouts, strikes, or slowdowns, and in order to promote maximum production for total war, these Union-Management relations shall continue for the life of this contract.

**SECTION 2. UNION RECOGNITION.** The International Harvester Company recognizes and will deal with the Union as the sole and exclusive collective bargaining agency for the employees of the Plant during the life of this agreement for the purpose of collective bargaining in respect to wages, rates of pay, hours of employment, and other conditions of employment.

**SECTION 3. MEMBERSHIP IN UNION.** All employees who are now members of the Union in good standing or who may be in the future become members will be required as a condition of employment with the Company to maintain their membership in good standing during the life of this contract;

Provided, that this provision shall not apply until the National War Labor Board has certified to the Company in writing that majority of the members of the local union who are employees of the Company have voted affirmatively on this specific issue by secret ballot in a referendum conducted under the auspices of the Board subsequent to the signing of this contract.

The procedure for conducting the referendum under the auspices of the Board shall include:

1. Due notice as to time and place of voting.
2. A clear and unequivocal statement of the single issue to be voted upon set forth on a ballot prepared by the Board.
3. The protection of the secret ballot process
4. A certification reviewed and approved by a representative of the Board of the list of eligible voters, in order to make certain that all employees of the Company who are members in good standing in accordance with the constitution and by-laws of the Union and only such members are given an opportunity to vote.

Any individual employee who has been declared to be not in good standing by the Union shall be entitled to appeal and review in accordance with the provisions of the Constitution of the Union.

**SECTION 4. DISPUTES.** If any dispute arises under this article, it shall be settled in accordance with the provisions of the grievance machinery article of this contract, or if not so settled it shall be finally determined by an arbitrator approved by the parties or designated by the National War Labor Board.

#### Article IV BARGAINING UNIT

The unit recognized as appropriate for purposes of collective bargaining and represented by the Union is as follows:

All production and maintenance employees at the West Pullman Works of the International Harvester Company, excluding:

1. Salaried employees.
2. Supervisory employees on hourly basis above the rank of working group leaders.
3. Factory clerical employees.
4. Office clerical employees.
5. Indentured apprentices.
6. Student executives.
7. Fire and watch employees (except production and maintenance employees who act as volunteer firemen).
8. Die sinkers, die trimmers, and die sinker and die trimmer apprentices and helpers.

#### Article V

##### NO DISCRIMINATION

The Company shall not discriminate against any person because of race, sex, political or religious affiliation or nationality except as directed by the Government during the war emergency.

#### Article VI.

##### SHOP REPRESENTATION

The Union shall designate a suitable number of departmental stewards, such number to be fixed by mutual agreement of the parties hereto. The Union shall also choose a plant grievance committee of not more than six (6) members. No one shall be eligible to serve as Union steward or committeeman unless he or

she is an employee of the Company. The Company will recognize and negotiate with said stewards and committee with respect to the adjustment of grievances as provided in the following article, but either party shall have the right to call in International Union representatives to assist.

## Article VII

### GRIEVANCE PROCEDURE

Should grievances arise between the Company and the Union or employees as to the meaning and application of the provisions of this agreement, or as to the compliance of either party with any of its obligations under this agreement, or should there be any complaint or grievance by an employee or the Union or the Company, there shall be no suspension or interruption of work on account of such grievances, but an earnest effort shall be made to settle such grievances immediately under the following procedure.

- a. In the event a grievance, complaint or dispute arises between an employee or employees or more than one employee, and the Company, or any of its agents, such employees should refer such grievances, complaint or dispute to his, or her, steward or foreman for adjustment.
- b. If the dispute is not thus settled, such grievance shall be reduced to writing and referred to the Plant Grievance Committee, which shall take such

matter up for adjustment with a committee representing the Company, of not more than six (6) members, designated by the Superintendent of West Pullman Works.

- c. If the dispute is not settled under the procedure outlined in Step "b", such matter shall be promptly taken up for for adjustment between the Plant Grievance Committee and the Superintendent of the West Pullman Works.
- d. Any grievance, complaint or dispute that cannot be settled by and between the Plant Grievance Committee and the Superintendent (highest authority) of the West Pullman Works, shall be immediately referred to the Executive Officers of the International Harvester Company for further negotiations and adjustment, provided however, the Union shall have the right to call into such negotiations, Executive Officers of the Farm Equipment Workers Organizing Committee, of the United Farm Equipment Workers of America, affiliated with the C.I.O., or their designated representatives.

**SECTION 2.** The Union's Plant Grievance Committee shall meet weekly with the Committee designated by the Superintendent. Whenever either party is unable to meet at a time regularly scheduled, the meeting shall be

advanced or postponed according to mutual agreement. Diligent efforts shall be made to settle all grievances within thirty (30) days after presentation to the management.

**SECTION 3.** Union representatives (meaning the stewards and members of the Plant Grievance Committee), shall be afforded such time off as may be required for the performance of their duties as such representatives, namely:

1. To attend regularly scheduled meetings.
2. To attend meetings pertaining to discharges and other matters which cannot reasonably be delayed until the time of the next regular meeting.
3. To visit the departments wherein they have legitimate business as labor representatives. Before leaving his or her place each representative shall give notice to his or her foreman, or other person designated for that purpose by the Superintendent.

Whenever the Management requests a Union representative to leave his job and confer upon Union matters, such representatives shall not lose pay for the time so spent. In case such representative works on the second or third shift and the Management requests him to confer at an hour which requires him to make a special trip to the Plant, he shall be compensated at his unusual rate for the time so spent.

The Union agrees that any grievance, complaint or dispute referred to the Plant Grievance Committee will be presented to the Company for adjustment in writing and the Company agrees that its decisions on any such grievance, complaints or disputes will be presented to the Plant Grievance Committee in writing accordance with the terms of this agreement.

#### Article VIII

#### PAYMENT OF UNION REPRESENTATIVES HANDLING GRIEVANCES

1. Union representatives who are employees of the Company shall not lose pay during the time spent in handling grievances within the Plant.

2. Rules and regulations governing the handling of all grievances and the administration of all grievance machinery in relation to clause one above shall be negotiated between the parties within two weeks from the date of this Order or as extended upon request of both parties.

In the event that the parties are unable to reach an agreement on all questions at issue in said negotiations on grievance procedure the unresolved questions shall be submitted to the War Labor Board for final determination.

3. The parties, being unable to agree upon rules and regulations governing the administration of all grievance machinery in relation to clause one above within the time limit prescribed in the Order of the War Labor Board, in

accordance with the Order hereby submit the unresolved questions to the War Labor Board for immediate and final determination. Within ten days of the signing of this contract each party shall notify the Board in writing of its contentions with respect to the unresolved questions. Suitable paragraphs containing the rules and regulations as determined by the Board shall be incorporated in a supplement to this contract and shall become a part hereof.

#### Article IX.

#### SUSPENSION AND DISCHARGE CASES

In the event an employee shall be suspended or discharged from employment and believes he or she has been unjustly dealt with, such suspension or discharge shall constitute a case to be handled in accordance with the method or adjustment of differences herein provided. Should it be decided under the rules of this contract that an injustice has been done with regard to the employee's suspension or discharge, the Company agrees to reinstate him and pay full compensation at his prevailing rate for the time lost.

The Company must be notified of a claim of wrongful suspension or discharge within three (3) working days after same occurs and the case shall be taken up promptly and diligent efforts made to dispose of it within five (5) working days.

Upon being notified of his suspension or discharge it shall be the duty of the employee to leave his department and go to the plant employment office.

The Union representative shall be notified immediately and given the opportunity to review such case with the employee and others before the records in the employment department are closed. The wages of the employee shall cease at the time of his suspension or discharge, excepting in cases where it is determined later that the Company's action was not warranted.

#### Article X.

### FUNCTIONS OF MANAGEMENT

It is agreed that the Company has the right to direct generally the work of the employees and to hire, discharge or suspend employees for good cause and also to promote employees, demote them, or transfer them for proper cause, to assign them to shifts with due regard to seniority, determine the amount of work needed, and to lay them off because of lack of work, in accordance with the provisions herein. However, no employee shall be discharged by the Company except for cause, and none of the foregoing shall be used for the purpose of discrimination.

#### Article XI.

### INDIVIDUAL OR GROUP WAGE RATES

SECTION 1. The Union agrees that the present system of determining hourly rates and piece-work rates, other than minimum rates, shall remain in effect, and such hourly rates and piece-work rates as now prevail shall remain in effect except as elsewhere provided in this contract. The Company will recognize repre-

representatives appointed by the Union and discuss with these representatives such hourly rates and piece-work rates, and also discuss with these representatives the methods of setting new rates.

Where inequalities are alleged to prevail in individual or group wage rates within the operations covered hereby, the matter may be taken up through the Union representatives for adjustment and settlement under the procedure herein provided.

**SECTION 2.** The wage provisions of this contract as hereinbefore provided shall be modified as follows:

1. As of January 15, 1942, each employee shall receive an increase in wages of four and one-half ( $4\frac{1}{2}$ c) cents per hours.
2. The minimum or starting rate for male and female employees shall be increased four and one-half ( $4\frac{1}{2}$ c) cents per hour retroactive as of January 15, 1942.
3. Wages shall be subject to review six (6) months from January 15, 1942, upon thirty (30) days' notice in writing by either party. Thereafter, wages shall be subject to review each three (3) months, upon thirty (30) days' notice by either party.

## **Article XII.**

### **GENERAL WORKING CONDITIONS**

**SECTION 1.** The Company agrees that in the event that it is necessary to work overtime on

any job, such overtime shall be allocated as evenly as possible among employees involved. It is mutually agreed, however that in each instance the employee or employees must be qualified to do the job required by the Company.

SECTION 2. In the event any employee is transferred temporarily or permanently to a different classification, such employee shall receive at least the minimum prevailing rates of pay for such classifications.

SECTION 3. There shall be no change made on the employee's time card or folder without his or her knowledge. Allowances, authorized by the foreman, are to be entered daily and the time card or folder shall be kept in an accessible place for employee reference.

SECTION 4. The employee shall make out his or her own time card or folder daily, showing in detail each job he or she has worked on and the amount of his or her daily earnings. Those who are unable to make out their time cards for any reason are privileged to seek assistance.

SECTION 5. In no case shall permanent piece-work prices be established until the method of manufacture and the quantity and quality of production have been satisfactorily determined, which should be done without undue delay.

SECTION 6. All time studies for the purpose of establishing or changing piece-work prices shall be made with the knowledge of

the employee effected, and all such studies shall take into consideration all details of the complete operation. When piece-work prices have been definitely established, they shall remain in effect unless subsequent developments, such as general wage adjustments, errors in setting prices, changes in specifications, methods or equipment, justify revisions.

SECTION 7. All time studies shall be taken for such periods as will insure proper allowance for fatigue and personal needs.

SECTION 8. When a piece-work employee works part of a shift on a daywork basis, he shall be paid his day work rate for the time so spent.

SECTION 9. When an employee experiences hard stock, machine or tool trouble, or similar handicaps over which he has no control, and because of such delays his production is curtailed, he shall be paid his average piece-work earnings for the time involved, provided the foreman is immediately notified of the trouble. However, if the employee is waiting for, or chasing or trucking stock, or if there is a complete cessation of production for any other reason, he shall be paid his day-work rate for the time involved, provided the foreman is immediately notified of the trouble.

SECTION 10. When an employee is assigned to a new or different job, he or she shall be informed in advance of the piece-work price, day-work rate, or allowance to be paid for such job.

## SECTION 11. Blueprints and gauges

should at all times control production requirements. When changes are decided upon, the blueprints and gauges shall be corrected immediately. Any deviation from the standards so established must be authorized in writing by the inspection department.

SECTION 12. Union representatives shall be given the opportunity to review all cases of lay-off before such lay-offs are made effective.

SECTION 13. For the sole use of the Union, the Company will erect and maintain a suitable number of bulletin boards throughout the plant. The locations of the same, as well as their number and size shall be mutually determined. Such boards may be used for the purpose of disseminating information concerning meetings, elections, social events and other affairs of general interest. Under no circumstances may they be used for advertising, for political matter, for distributing pamphlets or circulars or for propaganda of any sort.

No matter shall be posted until it has been submitted and approved by the Superintendent or some person designated by him for that purpose.

SECTION 14. Present practices with respect to fifteen (15) minutes' rest in the morning and fifteen (15) minutes' rest in the afternoon to female employees shall be continued.

SECTION 15. It is agreed that female employees shall pay no more than wholesale

prices, plus (5) % handling charge and sales tax for uniforms purchased from the Company, and that light-weight uniforms be made available for summer wear. It is mutually agreed, however, that there shall be no change in color of said uniforms unless agreed to by the Union.

**SECTION 16.** Any female employee who becomes pregnant shall be allowed a leave of absence not to exceed a period of twelve (12) months. The Plant physician will determine when, prior to confinement such leave of absence should commence and also when after confinement, such employee is physically able to return to work. If such female employee, or the Union, believes the Plant physician's determination is unfair the question shall be submitted to the head of the Company's Medical Department for final determination.

**SECTION 17.** When a job or operation is moved from one department to another within the plant, and is not otherwise altered, the employee holding such job shall have the privilege of transferring with the job, subject to the seniority provisions set forth in Article 16 of this contract.

**SECTION 18.** The superintendent, assistant superintendents, foreman, assistant foremen, time study men, administrative office employees and salaried employees shall, for the purpose of this provision, be considered to be direct representatives of management. Such representatives of management shall not, so long

as they continue to have such status, perform the work of employees covered by this contract.

**SECTION 19.** Time spent by Union representatives in negotiating labor contracts with the Management, attending meetings or otherwise carrying on duties of Union representatives as permitted by Management, will be counted as time worked in computing service and attendance records under the regulations of the Company's Vacation Plan and Extra Compensation Plan.

**SECTION 20.** The Company will allow a fifteen minute lunch period without loss of pay for any employee engaged in one of the three shifts of the twenty-four hour schedule where, in the judgment of management, the machine or equipment must be shut down to permit a lunch period for him.

**SECTION 21.** As far as possible, proper allowance shall be made in establishing piece-work prices or set-up prices to permit machine operators to keep machine tools reasonably clean. It shall then be the responsibility of the operator to perform such duties.

**SECTION 22.** When a piece-worker, because of his ability and experience, is taken from his regular job to instruct a new operator or to try out a new machine, fixture, or other equipment, or to perform some similar service, he will be paid his average piece-work earnings for the time involved.

**SECTION 23.** Whenever a physical examination or laboratory test has been made by physicians acting for the Company, a report thereof will be given the personal physician of the employee involved upon the written request of such employee and his personal physician.

**SECTION 24.** Male employees covered by this agreement who are under 21 years of age and who are working on so-called "minor occupations", will be transferred to adult occupations as rapidly as jobs are available, before new employees are hired for such adult occupations. It is understood that in every instance the employee so transferred must be reasonably qualified to perform, or to learn to perform, such adult occupation. The rate to be paid shall be the regular rate of the adult occupation. If obtainable, only female employees will be hired to fill the vacancies thus created and when minor males are hired it shall be for adult occupations only. The provisions of this paragraph shall not apply to the third shift. It is agreed that this section shall be negotiated further.

#### Article XIII.

#### PENALTY TIME FOR SATURDAY AND SUNDAY SWING SHIFTS

In order that war production machinery may be worked in continuous operation twenty four hours per day around-the-clock, seven days a week up to a maximum of 168 hours a week, it is agreed that whenever such operations are

undertaken, the following principles shall govern:

SECTION 1. There shall be no overtime pay for Saturdays, Sundays, or holidays, as such.

SECTION 2. Time and one-half shall be paid for work beyond eight hours a day or forty hours a week.

SECTION 3. The work shifts shall be so arranged that every worker will have at least one day's rest in seven, except in cases of emergency. If the emergency requires him to work the seventh consecutive day, he shall be paid at the penalty rate of double time. The starting days of such shifts shall be so rotated that Saturday and Sunday work shall be shared equally.

SECTION 4. The penalty rates as provided in this article shall be applied for the duration of the war whenever a schedule of continuous operation on a twenty-four hour-seven-day-week basis is adopted for the manufacture of any of the Company's products, irrespective of their classification as defense or non-defense products.

SECTION 5. The foregoing provisions do not contemplate changing existing practices with respect to scheduling shifts on continuous operations, which have in the past been customarily operated on a rotating basis.

SECTION 6. Swing-shift schedule arrangements in accordance with the aforementioned principles shall be worked out in negotiations between the parties.

If the parties fail to reach an agreement on swing-shift schedules within two weeks after the signing of this contract the problem shall be referred to the grievance machinery of the contract, and if necessary, to the War Labor Board for final determination.

#### Article XIV.

### HOURS OF WORK, OVERTIME AND HOLIDAYS

With respect to hours of work, overtime, and holidays, not covered by the preceding article, Article 13, the Company agrees as follows:

**SECTION 1.** Regular manufacturing operations shall be confined to five (5) consecutive eight-hour days, Monday to Friday, inclusive, except for continuous operations in effect at the signing of this contract.

**SECTION 2.** Hourly paid and piece-work employees covered by this contract shall have two consecutive "off-duty" days in each week and shall be paid time and one-half for time worked on the first off-duty day and double time for time worked on the second off-duty day.

**SECTION 3.** Time and one-half shall be paid for all work done on legal holidays for continuous truck operations, and double time for emergency work on such holidays. Legal holidays for the purpose of this contract are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. A legal holiday shall consist of twenty-four consecutive hours, commencing with 12:01 a.m. of such legal holiday.

**SECTION 4.** Time and one-half shall be paid to hourly-paid and piece-work employees for all hours worked in excess of eight (8) hours in any one day. A day shall consist of twenty-four (24) consecutive hours from the time an employee begins the shift in which the work is performed. No employee will be paid over-time twice for the same hours and no day-shift employee shall be paid over-time and premium for the same hours.

**SECTION 5.** A minimum of two hours' pay will be provided for an employee called in to do emergency work. If the emergency work does not require the full two hours, it shall be the employee's prerogative to go home and be paid for two hours or the Company will provide a minimum of four hours' work for him.

**SECTION 6.** An employee who reports for duty and is sent home because of no work shall be paid for two (2) hours' time at his day-work rate, unless he has been previously notified not to report for duty. If possible, other work may be arranged and, if so, shall be sufficient to keep the employee occupied for at least the first half of the shift.

#### **Article XV.**

#### **NIGHT SHIFT PREMIUM — 2nd AND 3rd SHIFTS**

All hourly paid and piece-work employees operating on the second and third shifts are to receive ten (10) percent per hour over and above their hourly rate or earnings in their respective classifications.

Article XVI.  
SENIORITY

SECTION 1. In cases of increase or decrease of forces, where an employee is capable of doing the job, length of continuous service shall govern.

SECTION 2. In determining an employee's length of service for seniority purposes, computation will begin on the date the employee began work and no deduction will be made for lost time due to any reason however:

Continuity of service shall be broken when:

- a. An employee voluntarily leaves the Company's employment.
- b. An employee is discharged for cause and the decision is not reversed under the provisions of Article 7 herein.
- c. Due to lay-off of an employee on the probationary list a period of more than twelve (12) months has elapsed since the employee last worked for the Company.
- d. Due to lay-off because of no work of an employee on the seniority list, a period of more than three (3) years has elapsed since the employee last worked for the Company.
- e. An employee who has been laid off because of no work fails to report when recalled within a period of five (5) working days. This five (5) day period may be extended providing a reason-

able and satisfactory explanation is given for not reporting but in every case the employee must report within fifteen (15) working days.

f. An employee fails to report for work at termination of a leave of absence or furlough.

g. Before new employees are hired, the Management will give consideration to recalling longer service employees whose service is broken during the life of this agreement under the operation of (d) above.

SECTION 3. The method set forth in this contract for computing length of service for seniority purposes shall be retroactive. However, it is mutually agreed between the Union and the Company that in computing service retroactively that in lay-offs, of periods of two (2) years or more, the employee will not receive service credit for such lay-offs, but continuity of service will not be broken. Such method of service computing will be in effect only for present employees.

SECTION 4. Employees having less than six (6) months of service shall be considered probationary employees and will have no seniority rights, but when such rights are acquired, service shall date from the date the employee began work, subject to provisions determining length of service as defined herein.

SECTION 5. Employees having six (6) months of service and less than twelve (12) months

of service shall be placed on their departmental seniority list.

SECTION 6. Employees having twelve (12) months or more of service shall be placed on the plant-wide seniority list.

SECTION 7. When it becomes necessary to decrease the force in any department, all probationary employees shall be the first to be laid off. Should further reductions in force become necessary, employees having six (6) months or more, but less than twelve (12) months of service, shall be laid off on a departmental basis. A longer service employee may replace a shorter service employee if he is capable of performing the work of the shorter service employee. Before employees who have plant-wide seniority are laid off, the Company will give consideration to operating the Plant on a thirty-two hour, four (4) day a week schedule (in which case the work week will extend from Monday through Thursday) provided such schedule can be carried out in a manner consistent with efficient operation of the Plant and provided representatives of the Union are first consulted. Whenever the Plant is working on a thirty-two (32) hour, four (4) day a week schedule, a minimum of eight (8) hours shall constitute a day's work.

If lay-offs are still necessary, the same shall be applied in the following manner:

- a. An employee on the plant-wide seniority list will be transferred to replace shorter service employee, provided such

employee is capable of doing the work of the shorter service employee.

SECTION 8. Employees whose services are to be terminated because of reduced manufacturing schedules will be given as much advance notice as possible, such notice to be not less than three days, excepting in cases where the government orders manufacturing operations reduced or discontinued on less than three days' notice.

SECTION 9. It is agreed that number not to exceed seventy (70) of the officers, plant grievance committee and stewards of the Union shall be accorded a preferred seniority status subject to provisions hereinafter stated. In the event the working force increases or decreases substantially from its present number, the number of officers, committeemen and representatives of the Union who shall have such preferred seniority status may be increased or decreased by mutual consent of the parties.

The right to designate the persons who shall have such preferred seniority status shall be vested in the Union, provided that the list at all times shall include only employees in office and whose services are reasonably necessary for the conduct of the Union's business. Whenever the Union desires to substitute another person for one then having preferred seniority, it shall notify the Company in writing and thereafter the person whose preferred seniority has ceased shall resume his regular seniority. Preferred seniority status, for those other than Union officers and bargaining committee mem-

bers, shall be restricted to the department wherein the designated employee is regularly employed. In no case shall the Company be under obligation to assign work because of preferred seniority status, to a person who is not capable of doing the work available.

**SECTION 10.** To enable the Company to keep its productions abreast of scientific and technical advances, it is agreed that the Company may from time to time, and without reference to the rules of seniority set out in this agreement, hire, transfer, teach and assign duties to a small number, such number to be mutually agreed upon between the Company and the Union, of technical men or others who, in the opinion of the Company may be qualified to accomplish that purpose.

It is understood that employees hired or designated to carry out this purpose shall not displace any employee of longer service on the seniority list.

At each layoff, or recall following layoff, the Company may designate certain individual employees whose services are required under the special circumstances then existing. Such employees may be retained in, or recalled to service, regardless of their seniority. No such designation shall become effective until approved by the superintendent upon agreement with the Union. The fact that an employee has been so designated shall not affect his regular seniority standing and he shall resume the same as soon as the special reasons in his case cease to exist.

**SECTION 11.** The Company will furnish to the Union a plant-wide seniority and departmental seniority list each 6 months and from time to time will notify the Union of changes in those lists in order to keep them up to date.

Seniority and qualifications shall rule in making reductions, or in adding to the force, and in making promotions and transfers.

In the event that any employee who has been or may be promoted to positions not covered by this agreement, is demoted, such employee shall lose no seniority rights.

Employees transferred on account of lay-offs to other departments from which they were regularly employed will, upon request, be retransferred to their original job and department when production warrants.

When a vacancy occurs on any shift, preference for such vacancy shall be given to qualified employees in line with their seniority.

When a department or occupational group is to be discontinued, employees working in such department or occupational group shall within three (3) days be transferred without loss of seniority to other classifications of work where they can qualify, provided that they have greater seniority than those working on the jobs to which they are transferred.

When there is an increase of force, employees on the seniority list shall be returned to work in reverse of the order of lay-off.

Employees' rank on the seniority list shall be based upon the month, day, date and year of the original hiring date, such rank shall not be effected because of marital status, or dependents of employees.

#### Article XVII.

#### VACATIONS

Vacations for hourly-paid and piece-work employees covered by this contract shall be in accordance with Harvester Vacation Plan for Factory Employees. Said plan is now liberalized in the following respects:

1. Effective January 1, 1942, all employees who shall have established prior to July the first of each year a record of one year or more of continuous service, and who also have a record of regular attendance during the preceding year, shall be entitled to vacations with pay during the current calendar year.
2. The vacation will be one week for employees with a service record of one year and less than five years, and two weeks for employees with a service record of five years or more. Employees' records of continuous service and

regular attendance will be determined according to the rules in Articles No. III and IV of the Vacation Plan.

3. Special consideration may be given in the case of an employee absent on account of physical disability caused by sickness or injury while on or off duty without discrimination.
4. Piece workers or employees working on a similar basis will receive as vacation pay their average hourly earning rate for the four-week period preceeding the last week worked (excluding overtime, time spent at hourly rate, and time spent on work to which the employee has been temporarily transferred if his rate is less than on his regular job) multiplied by the number of hours normally worked by them per day or week.
5. Hourly pay workers will receive as vacation pay their hourly rate in effect at the time of vacation, multiplied by the number of hours normally worked by them per day or week (excluding overtime, and time spent on work to which the employee has been temporarily transferred, if his rate is less than on his regular job).
6. Vacation pay may be drawn in advance on the day preceeding the employee's

vacation. Wages earned during the last week worked will be paid on the first regular pay day following the vacation.

7. Vacation money will be paid to employees who have left the employment of the Company, or are off duty on account of illness, or to the wife or family of a deceased employee where such employees have earned a vacation during the prior year.

#### Article XVIII.

#### NATIONAL and LOCAL ELECTIONS

Employees shall be allowed such time off (without compensation) to vote as necessary in any national or local election.

#### Article XIX.

#### APPRENTICES

The employment of indentured apprentices shall be limited to ten (10) percent of the total number of employees within any one of skilled trades. Indentured apprentices are exempt from the seniority and minimum wage provisions of this contract.

When apprentices are removed from the apprentice course for any reason including graduation, and given other employment in the plant, they shall be given credit for the time they have spent in the apprentice course for seniority purposes. It is agreed that this Article may be modified to conform to future

government regulations. The Company agrees to keep the Union informed of the identity of apprentices.

#### Article XX.

#### JURY SERVICE

Hourly workers and piece workers shall be permitted to work part time outside their regular jury service if the nature of their work is such as will permit this practice. Such employees shall be paid their regular wages for such time actually worked. During the time employees are absent on jury duty, the Company will make up to them the difference, if any, between the jury pay and their regular compensation from the Company.

#### Article XXI.

#### MILITARY SERVICE

The Company agrees that employees who, subsequent, to May 1, 1940 and prior to January 1, 1943, enter upon active service in the land or naval forces of the United States (whether through the Selective Training and Service Act, Public Resolution No. 96, regular enlistment, volunteering, or other means) will be reimbursed for not less than one (1) year's premium on \$2,000 of National Service Life Insurance. If any such employees have served in the military or naval forces for a period of more than one (1) year, prior to January 1, 1943, they will also be reimbursed for the pre-

mium on such \$2,000 of National Service Life Insurance for such additional period.

Proof of the payment of premiums by the employee will be required, and it is expected that application for reimbursement will be made within sixty (60) days after discharge from the military or naval service.

The Company further agrees that each employee above referred to (other than one who held a temporary position at the time of leaving) shall be restored to his former position, or one of like seniority, status and pay, insofar as possible to do so, providing such employee:

1. Has received an honorable discharge or a certificate to the effect that he has satisfactorily completed the period of service required of him.
2. Is still qualified to perform the duties of such position, and
3. Makes application for reemployment within sixty (60) days after being relieved from his active duty or service.

Every such employee who is restored to his position shall be considered as having been on a furlough or leave of absence during his period of training and service. He shall not lose seniority because of such absence and for the purpose of determining his future seniority status, such period of training and service shall

be added to his record of service with the Company. Employees so restored will be entitled to participate in any benefits offered by the Company which are applicable to employees on furlough or leave of absence. Any such participation shall be in accordance with the rules and regulations in effect at the time such employee was inducted into military service.

## Article XXII.

### FURLOUGHS AND LEAVES OF ABSENCE

A furlough, except as otherwise provided herein, shall be understood to mean an absence from work, requested by the employee and consented by the Management, covering an agreed period of time and for such reasons as: settlement of an estate, serious illness or death of a member of the family, an extended trip, etc., but furloughs shall not be granted to accept other employment of any kind. The Company agrees to grant furloughs for the above named reasons, if it is practical to do so.

When an employee requests a leave of absence for the purpose of accepting employment of any nature elsewhere, the following rules shall govern:

- a. Permission will be denied if the employee is working on a schedule of four days or more per week; however,

- b. Consideration will be given if the employee is working less than four (4) days per week, and if granted, shall be classified as a lay-off, and be subject to all rules and regulations governing laid-off employees.

For the purpose of facilitating the affairs of the International Union and Local No. 107, the Company shall, upon the written request of the Union, grant extended leaves of absence, without pay, to a number, to be mutually agreed upon. Such members during such leaves of absence shall retain all seniority and service rights as though employed by the Company. Absence under this provisions shall not exceed one year, and such leaves of absence for the same purpose shall upon request be renewed from time to time by the Superintendent within the period of this contract.

### Article XXIII.

#### STRIKES AND LOCKOUTS

SECTION 1. There shall be no strikes and slowdowns, or other interruptions of production during the life of this agreement. The Union agrees to do all in its power to discourage and prevent such interruptions, and agrees that the Company has the right to take appropriate disciplinary action against any employees participating in or responsible for such interruptions. Any complaints as to the appropriateness of the disciplinary action taken by the Company in such cases, shall be taken

up through the grievances procedure set up herein.

**SECTION 2.** The Company agrees that it will not engage in any lockouts of employees during the life of this agreement.

**SECTION 3.** In accordance with the Executive Order of the President of the United States of America (No. 9017) signed January 12, 1942 the Company and Union agree that all labor disputes in this Plant shall be settled by peaceful means and that for the duration of hostilities there shall be no strikes or lockouts. The procedure for adjusting and settling labor disputes as provided in the President's Executive Order shall be followed by the parties by diligent application of the grievance machinery provided in this contract. If, however, a dispute has not been settled after steps thus provided here have been exhausted, then, in order fairly to protect the interests of all concerned, it shall be submitted to binding arbitration if the Company and the Union agree, with the National War Labor Board naming the arbitrator, where he cannot be named by agreement, or, if not thus handled, then U. S. Conciliation Service of the Department of Labor shall be notified and the procedure of the Federal Government followed.

#### Article XXIV.

#### SAFETY AND SANITATION

The Company agrees to continue to furnish

healthful working conditions at all times and to provide adequate and modern devices with regard to safety and sanitation. Whatever machinery and equipment the Company furnishes shall meet with all required legal standards of safety and sanitation. Any recommendation or complaints under this article will be the subject of negotiations under the procedure provided for in this agreement.

It is further agreed that the Union shall have equal representation with the Company on the Company's Safety and Sanitation Committee. The Union agrees that it will endeavor to have its members observe all safety rules.

#### Article XXV.

#### RIGHT TO AMEND AND SUPPLEMENT

The parties hereto reserve the right to amend and supplement this contract by mutual agreement at any time during the duration thereof.

#### Article XXVI.

#### DURATION OF CONTRACT

This contract shall remain in full force and effect for the duration of the hostilities in the war in which the United States is now engaged but not less than one year, and thereafter until thirty (30) days shall have elapsed following the giving of written notice by one party to the other of a desire for changes, or termination. In the event that a notice is given of a desire for changes, the contract shall remain

in full force and effect until a new agreement is negotiated and signed, but not beyond an additional sixty (60) days.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Farm Equipment Workers Organizing Committee of the United Farm Equipment Workers of America

(Affiliated with the C.I.O.) Local No 107

By RIDLEY BELL

RAY E. MILLER

GEORGE SHANTO

GEORGE DILLMAN

G. H. WRIGHT

MARY ANN BODNAR

FRANK BRISTOL

CHARLES KILLINGER,  
Field Rep. FEWOC-CIO

International Harvester Company  
West Pullman Works

By H. J. WATLING  
Superintendent

#### SUPPLEMENT to CONTRACT

Under date of May 12, 1942, the Farm Equipment Workers Organizing Committee of the United Farm Equipment Workers of America, affiliated with the Congress of Industrial Organizations and its Local 107, hereinafter referred to as the "Union" and the West Pullman Works, International Harves-

ter Company, hereinafter referred to as the "Company" entered into a collective bargaining contract.

By section 3 of Article VIII of said contract the parties agreed to submit to the National War Labor Board for determination a question concerning rules and regulations to govern the payment of union representatives for time spent in handling grievances within the plant.

The Board having sent Theodore W. Kheel, Esq., its Assistant Executive Secretary to Chicago to conduct meetings and to aid the parties in reaching an agreement and such agreement having been reached on June 1, 1942: Now, therefore, the undersigned signed parties hereby agree as follows:

1. Grievance Committee members shall not lose pay for time spent within their regularly scheduled working hours in handling grievances within the plant. Grievance Committee members shall be paid for all time spent in meetings with the management in handling grievances within the plant.

Stewards shall not lose pay in handling grievances within the plant during their regular working hours but shall be paid for time outside their regular scheduled working hours only when

called in by mutual agreement of the Grievance Committee and the management.

2. Whenever the Company or the Union considers that abuses exist with respect to the amount or use of such time the subject shall constitute a "difference" to be settled in accordance with the procedure set up in the article entitled "Grievance Procedure"
3. The number of persons which the Union may designate who shall be paid to handle grievances shall be equal to the number who have preferred seniority as agreed upon by the parties.
4. Pay for Union representatives shall be limited to the handling of grievances within the plant.
5. The Union representatives shall be paid at his average earning rate equal to the actual wages he would have earned if he had worked.

The foregoing shall constitute the rules and regulations referred to in said Article VIII and shall be applied in the same manner as if incorporated in said contract of May 12, 1942.

In witness whereof, the parties hereto have hereunto set their hands and seals this 12th day of June, 1942.

**Farm Equipment Workers Organizing Com-  
mittee of the United Farm Equipment Workers  
of America**

**(affiliated with the C.I.O.) Local 107**

**By RIDLEY BELL**

**RAY E. MILLER**

**AL. KRATZ**

**JOSEPH SOLTYS**

**UDELL RUHLANDER**

**CHARLES WHITE**

**International Harvester Company  
West Pullman Works**

**By H. J. WATLING  
Superintendent**

**MEMORANDUM OF AGREEMENT, Made  
April 16th, 1942, between Farm Equipment  
Workers Organizing Committee, Local 107 of  
the United Farm Equipment Workers of America  
hereinafter referred to as the "Union" and  
West Pullman Works, International Harvester  
Company, hereinafter referred to as the  
"Company".**

**The Company and the Union having bargain-  
ed collectively with respect to the following  
matter, agree as follows:**

The parties recognize that the successful prosecution of the existing wars requires that a very large part of our nation's manufacturing capacity be devoted to the production of articles needed by the armed forces and that it is the patriotic duty of employers and employees alike to make the most efficient use of manpower, materials and machine capacity.

For the purpose of doing this, and to minimize the effect of the dislocations produced by the extensive changeover from peace-time to war production, the following program will be in effect applicable to West Pullman Works:

#### I. PROTECTION OF SENIORITY RIGHTS

Where an employee having seniority rights with the Company and working on non-defense production is laid off and obtains defense employment with another company, and that fact is properly certified to International Harvester Company, he will not have to report back for non-defense production work in order to protect his seniority so long as he retains the defense employment for which he was certified. If he shifts from one defense employment to another there must be a re-certification as to his new defense employment. The Company will cooperate with other employers in using standard certification procedures and working out arrangements to produce the maximum possible acceleration of the defense program.

- a. The Company will assume the responsibility of furnishing an employee laid off full information regarding the procedure which he should follow in protecting his seniority rights, together with a partially filled-out form entitled "Certification of Hire for Defense Work".

It is the employee's responsibility to see to it that International Harvester Company receives the form "Certification of Hire for Defense Work" from his defense employer and that the same is properly filled out. A completed copy of the form shall also be furnished to the employee for retention by him and another copy sent to the local State Employment Office.

- b. Employees working for the Company on non-defense work who desire to accept defense employment with another company may be released with full protection of their seniority rights if International Harvester Company agrees that they can be spared or loaned and if they are found acceptable by the prospective defense employer and properly certified.

- c. Employees classified by the Company as skilled or semi-skilled workers, who are employed less than forty (40) hours per week or who are employed at occupations other than their trade, unless such occupations are considered equally essential to defense, will be released upon their request with full protection of their seniority rights for full-time defense work at their trade. In instances in which a collective agreement provides for a reduction of hours before employees are laid off, the schedule of hours so reduced may be regarded as fulltime employment for the purpose of this provision. The Company shall be under no duty to grant such request for release until the prospective defense employer shall have notified the Company that he has offered the worker full time defense work at his trade.

Workers securing defense employment with another employer under the terms of this agreement will, while employed on defense work, continue to accumulate seniority with International Harvester Company providing proper certification of such employment has been made to the Company.

## **2. TRANSFER OF EMPLOYEES WITHIN COMPANIES**

Transfer of employees from non-defense to defense work in each local bargaining unit shall be in line with agreements regarding the transfer of employees. Employees fully qualified for skilled and semi-skilled jobs on the basis of past experience and training shall be transferred in line with their seniority.

Employees with the greatest seniority working in the plant who have applied and who appear able to qualify within the period normally given to new employees shall be given such opportunity to qualify before new employees are hired to be trained for the job.

If an insufficient number of such employees apply and qualify, the Company will notify the Union and other applicants may then be hired.

## **3. PREFERENTIAL HIRING OF DISPLACED WORKERS**

When hiring new employees for defense work, the Company will give preference to persons laid off or who have been notified that they will soon be laid off, on account of authorized government curtailment of non-defense production.

Employees who are working or who have worked in local industries will be given preference over employees from other localities.

#### **4. RECALL OF WORKERS BY ORIGINAL EMPLOYERS FOR DEFENSE WORK.**

In order to retain his seniority, an employee spared, loaned, or laid off, whether unemployed or currently employed on defense or non-defense work, must report back to the Company for defense employment at the same plant where he was originally employed if and when called, on notice of at least one (1) calendar week. Recall of employees to defense work presupposes the management will endeavor to provide full-time employment contingent upon the availability of the essential tools, material and facilities. Skilled and semi-skilled workers will be subject to recall only for full-time (forty (40) hours or more per week) defense employment at their trades or equivalent in defense usefulness.

#### **5. STATUS OF WORKERS IN TRAINING FOR DEFENSE JOBS.**

For the purpose of this agreement, defense training is to be considered defense employment, provided there is an understanding between the Company and employee that the employee is being trained for a specific defense job.

The expression "defense employment" or "defense work" as used in this agreement shall mean work which is being done pursuant to

an order from, or a contract with, the Government of the United States or a friendly power.

No distinction will be drawn between employers who are primary contractors and those who are sub-contractors.

6. This statement of general principle will be applied and interpreted locally by agreement between representatives of management and labor subject to appeal to the Labor Division of the War Production Board for decision on the specific questions on interpretation.

## 7. DURATION

This agreement shall be deemed to have been in full force and effect since January 9, 1942, and will cover all workers who had seniority rights on that date. Said provisions shall continue in effect throughout the duration of hostilities in the wars in which the United States is now engaged.

IN WITNESS WHEREOF the parties hereto have executed this agreement at Chicago, Illinois the day and year first above written.

International Harvester Company  
West Pullman Works  
H. J. WATLING, Superintendent

Farm Equipment Workers Organizing Com-  
mittee of the United Farm Equipment Workers  
of America

(affiliated with the C.I.O.) Local 107

RIDLEY BELL

RAY E. MILLER

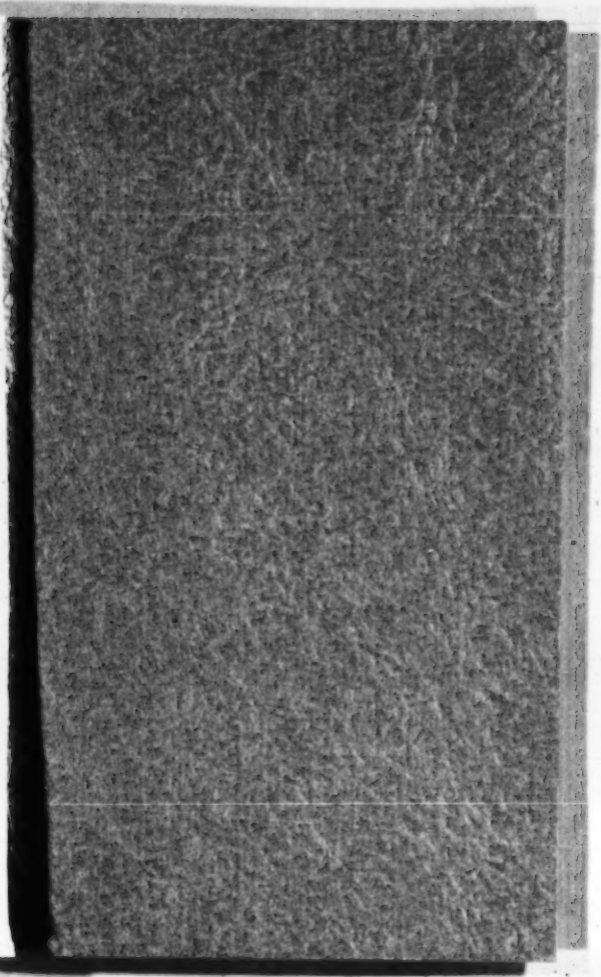
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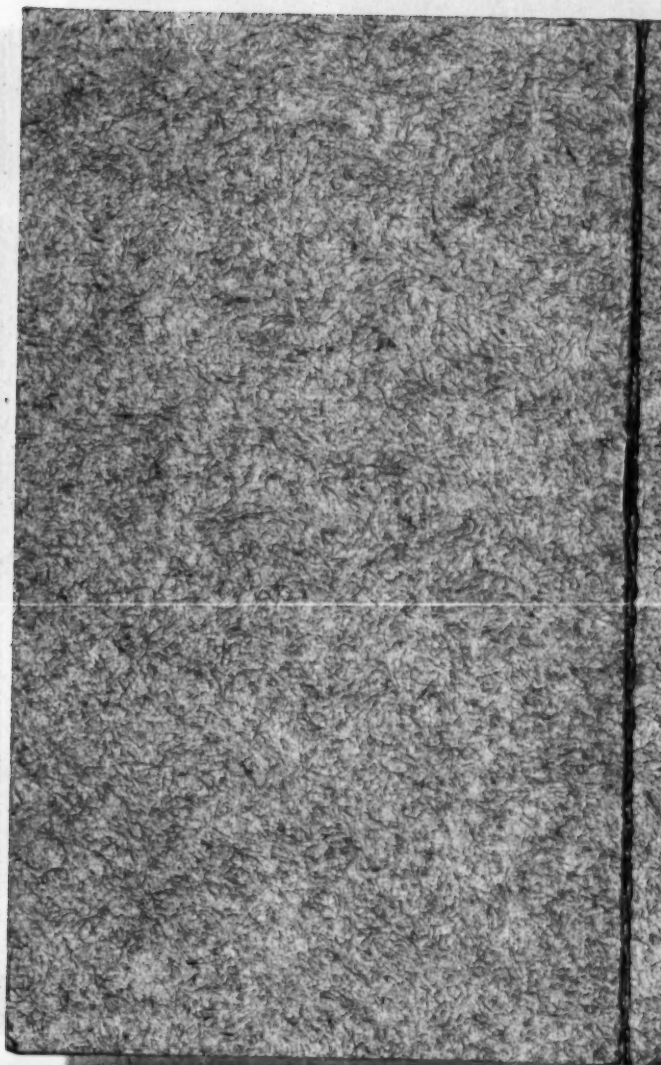
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GEORGE DILLMAN

MARY ANN BODNAR

G. WRIGHT





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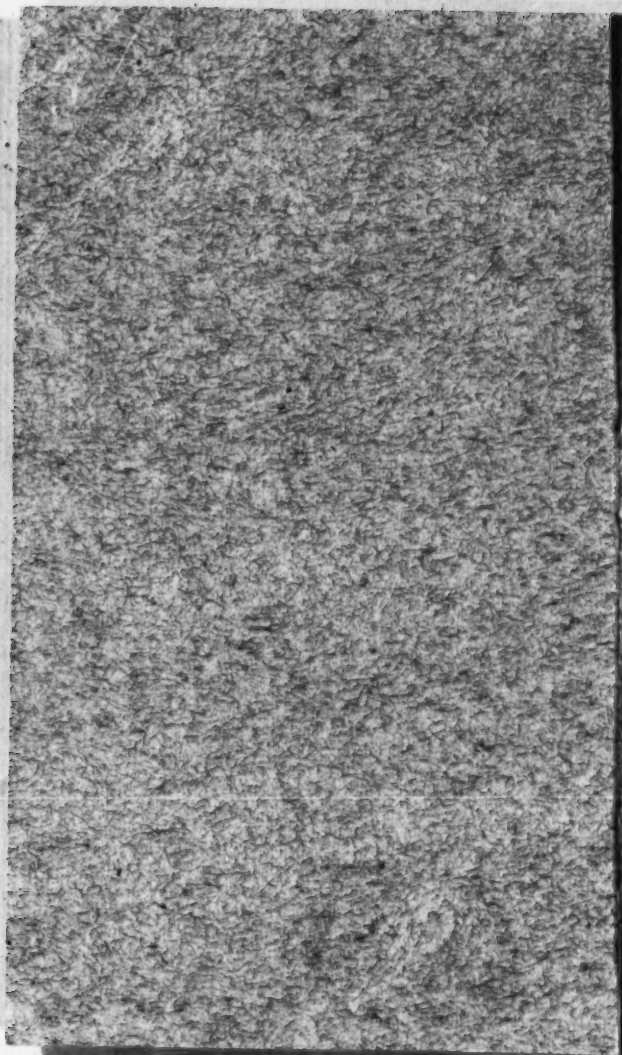
**1943-1944  
CONTRACT**

**SMITH STEEL WORKERS  
UNION LOCAL No.  
19806**



**3310 N. 27th St.  
Milwaukee 10, Wisconsin**





# **1943-1944 CONTRACT**

**SMITH STEEL WORKERS**

**UNION LOCAL No.**

**19806**



**3310 N. 27th St.  
Milwaukee 10, Wisconsin**





## 1943-1944 CONTRACT

The term "Employer," "Company" and "Management" as herein used means the A. O. Smith Corporation of Milwaukee, Wisconsin. The term "Unions" as used herein means the Smith Steel Workers Federal Labor Union No. 19806—District No. 10 International Association of Machinists—International Brotherhood of Electrical Workers Local No. B 663—International Union of Operating Engineers Local 311-311A—Steamfitters Local No. 601—Technical Engineers Local No. 54—Milwaukee Carpenters District Council—International Brotherhood of Firemen and Oilers Local No. 125.

1. The Company recognizes and will abide by the Principle of collective bargaining relating to wages, hours and working conditions.

2. The Company will meet only with representatives of employees own choosing from American Federation of Labor Organizations, who are signers of this Agreement, in order to bargain with employees who wish to be represented by such Labor organizations and are members thereof. Employees who are not members of any American Federation of Labor organizations will be treated as individuals for the purpose of bargaining, (but not beyond the terms of this Agreement). Any employee of the company who has been a member of any of the designated American Federation of Labor organizations at any time since December 18, 1934, shall maintain good standing in such organizations to continue as an employee of the company. Employees who are laid off, but who have been mem-

bers of any of the designated organizations since December 18, 1934, must be in good standing within thirty (30) days from date of re-employment.

3. Should any jurisdictional dispute arise no action shall be taken by any other parties hereto until same has been settled by the Unions signing this agreement.

4. There shall be no discrimination by foremen, superintendents, or any other persons in the employ of the Company, against any employees because of Union membership.

5. The regular work day shall be eight (8) hours and the regular work week shall be forty (40) hours. The minimum standard work day shall be seven and one-half (7½) hours, and the minimum standard work week shall be thirty-seven and one-half (37½) hours.

6. In case it should become necessary due to an emergency to work less than the above mentioned hours in any division, department, or departments, the Contact Boards of the Unions affected shall have authority to make temporary arrangements with the Management pending a meeting or action by the members involved.

6A. In case it should become necessary due to conditions beyond the immediate control of the management to work more than the above mentioned hours in any division, department, or departments, the Contact Boards of the Unions affected shall have authority to make temporary arrangements with the Management pending a meeting or action by the members involved.

7. To all eligible employees time and one-half (1½) shall be paid for all work over

eight (8) hours per day except on Saturday when time and one-half (1½) shall be paid for all work performed. Double time shall be paid for all Sundays and Holidays; Saturdays to start at 7 A. M. and end at midnight; Sundays and holidays to start at midnight the previous day, and end at 7 A. M. the following day. In case the Sunday night shift carries beyond 7 A. M. Monday, double time shall continue until the shift goes off. Any employee called in before 6:30 A. M. Monday shall receive double time up to 7 A. M. Monday, except for employees regularly employed on Saturdays, Sundays and Holidays. If employees in this class are required to work other than assigned days, they shall receive the same overtime allowance as other eligible employees. They shall also receive seven (7) cents additional per hour for work performed on regular assigned Sundays and Holidays. Time Allowance shall be paid on average hourly rate for the week as now determined by the Federal Wage and Hour Law.

7A. Paragraph 7 above is superseded by the President's Order No. 9240 as negotiated by the various Unions.

#### **EXECUTIVE ORDER No. 9240**

##### **Regulations Relating to Overtime Wage Compensation**

WHEREAS many labor organizations have already adopted the patriotic policy of waiving double time wage compensation or other premium pay for work on Saturday, Sunday and holidays, as such, for the duration of the war; and

WHEREAS it is desirable and necessary in the prosecution of the war and to insure

uniformity and fair treatment for those labor organizations, employers, and employees who are conforming to such wage policies that this principle be universally adopted;

NOW, THEREFORE, by virtue of the authority vested in me by the Constitution and the Statutes, as President of the United States and as Commander in Chief of the Army and Navy, it is hereby ordered;

1. That the following principles and regulations shall apply for the duration of the war to the payment of premium and overtime wage compensation on all work relating to the prosecution of the war;

A. No premium wage or extra compensation shall be paid to any employee in the United States, its territories or possessions, for work on Saturday or Sunday except where such work is performed by the employee on the sixth or seventh day worked in his **regularly scheduled work week** and as hereinafter provided.

(1) Where because of emergency conditions an employee is required to work for seven consecutive days in any regularly scheduled work week a premium wage of double time compensation shall be paid for work on the seventh day.

(2) Where required by the provisions of law or employment contracts, not more than time and one-half wage compensation shall be paid for work in excess of eight hours in any day or forty hours in any work week or for work performed on the sixth day worked in any regularly scheduled work week.

B. No premium wage or extra compensation shall be paid for work on customary holidays except that time and one-half wage compensation shall be paid for work per-

formed on any of the following holidays, only; New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and either Memorial Day or one other such holiday of greater local importance.

II. All Federal departments and agencies shall conform the provisions in all existing and future contracts negotiated, executed, or supervised by them to the policies of this order. All such departments and agencies shall immediately open negotiations to alter provisions in existing contracts to conform them to the requirements of this order.

III. Nothing in this order shall be construed as requiring a modification of the principle that every employee should have at least one day of rest in every seven days. The continuous operation of plants and machines in prosecuting the war does not require that employees work seven consecutive days.

IV. Nothing herein shall be construed as superseding or in conflict with the provisions of the statutes prescribing the compensation hours of work and other conditions of employment of employees of the United States.

V. All Federal departments and agencies affected by this order shall refer to the Secretary of Labor for determination of questions of interpretation and applications arising hereunder.

VI. The provisions of this order shall become effective October 1, 1942.

FRANKLIN D. ROOSEVELT

The White House,  
September 9, 1942.

## **SUPPLEMENT AGREEMENT**

To our Contract of 1942 and 1943 necessitated by the President's proclamation No. 9240.

1. It is agreed that the work week starts on Monday.

2. It is agreed that time and one-half ( $1\frac{1}{2}$ ) shall be paid to all employees on all legal holidays mentioned in the Order. It is further agreed that for the purpose of computing Holiday pay that time and one-half ( $1\frac{1}{2}$ ) shall be paid from 12:00 Midnight preceeding it until 12:00 Midnight of the day itself.

3. It is agreed that double time shall be paid to all employees for work performed on the 7th day of any regular scheduled work week.

4. It is agreed that to all employees except to those employees in Paragraph B of our regular contract, time and one-half ( $1\frac{1}{2}$ ) shall be paid for all work performed on the 6th day of any regular scheduled work week.

5. Anyone called in before 6:30 A. M. shall receive time and one-half ( $1\frac{1}{2}$ ) up to 7:00 A. M. Monday.

6. In all other respects overtime pay shall be governed in accordance with the President's Proclamation No. 9240.

7. It is further agreed that for the purposes of giving a day of rest at regular intervals wherever possible and practical the following policy shall be adopted. Anyone working on Sunday (Sunday to be used as the control day) must take off one day the following week. No man shall work 14

consecutive days without permission of the Vice President and under no condition or circumstance shall a man work 21 consecutive days. The supplement to remain in effect as long as the President's Order is in force.

8. The Holidays referred to shall be New Year's Day, Memorial Day, Fourth of July, Thanksgiving and Christmas, **Labor Day**.

9. Weekly hours for all employees covered by this Agreement shall average no more than forty-two (42) hours per week during the year. August 1 to July 31, in accordance with Memorandum B. S-7 men must take off Red Hours (hours in excess of forty-two (42) hours per week accumulated while employed in other capacities, in accordance with Memorandum B, attached hereto, (Memo B attached to this Contract Pages 18-19).

10. The Management shall keep up to date the weekly posting of hours worked (Red and Black Hours) and whenever a Contact Man or Steward desires to examine these records for the purpose of settling a dispute, such records shall be made available for this inspection.

11. No shift shall work less than five (5) hours daily including Saturdays, Sundays and holidays, except in cases of a major breakdown. As far as practical, even shift hours shall be maintained. An even distribution of **regular** hours and **overtime** hours shall be adhered to, for all employees, taking into consideration employees occupations.

12. Employees working on the second shift shall be paid an additional five (5) cents per hour for each hour worked and employees working on the third shift shall be paid an

additional seven (7) cents per hour for each hour worked. The majority of hours worked in any shift shall determine the shift premium to be paid for all hours of the shift.

13. Vacations with pay shall be as follows;

A. For all employees with twelve (12) months or more of accumulated service one week (five days, forty hours). For all employees with sixty (60) months or more of accumulated service two weeks (ten days, eighty hours) except employees covered by Article 13 Paragraph B.

B. For all employees receiving no time allowance except as provided by Federal Laws one week (five days, forty hours) after twelve (12) months of accumulated service, two weeks (ten days, eighty hours) after twenty-four (24) months of accumulated service.

C. The average rate per hour for Vacation pay for hourly employees for the year 1944 will be the average rate per hour determined by dividing his total earnings by his total attendance hours for the year 1943. (Use Social Security year.)

D. The vacation period shall be from January 1 to December 18 for those receiving two week vacation, and for those receiving one (1) week vacation, the vacation period shall be from January 1 to December 25.

E. To be eligible for a one (1) weeks vacation, an employee shall have completed his service period prior to December 25 of the current year (1944).

To be eligible for a two (2) weeks vacation, an employee shall have completed his service period prior to December 18 of the current year (1944).

Employees completing their service relative to vacations after the above mentioned dates, will be given the balance of the year as a vacation.

F. Any eligible employee having worked anytime during the vacation period shall be entitled to a vacation. Employees who quit or are discharged for cause will not be entitled to a vacation or vacation pay. In case of death, the vacation pay for any eligible employee will be paid to his beneficiary.

G. Vacations shall be granted at such times during the year as the Management finds most suitable, considering both the wishes of the employees and the efficient operation of the department concerned. Insofar as practical, employees with the highest seniority shall be given preferences.

H. No vacation shall be divided unless it is of two weeks, (ten days), (eighty hours duration), in which case, it may be divided into periods of one week, (five days), (forty hours).

I. Regular vacations will start on Monday.

#### 14. Seniority.

A. The Seniority List as of January 1, 1943, shall be accepted as the accredited Seniority standing for all employees.

B. Seniority shall be plant wide and shall be figured on an accumulative basis up to twenty-four (24) months of service. Seniority beyond twenty-four months shall after January 1, 1940 be figured as continuous whether working or laid off. (Seniority list to be made up for Union if desired. Local 19806 has so requested.)

C. Any employee shall cease to have Seniority under the following conditions:

1. If he quits or is discharged for cause.
2. If he does not return for work within ten (10) calendar days when called. (If he does not report within ten (10) calendar days his Union shall be given the following seven (7) calendar days to investigate his failure to return.)
3. Any employee who is called into active Military Service, or who in time of war or National Emergency, volunteers, in the armed forces of the United States Government, or the Merchant Marine, or is drafted by the Federal Government, shall be given a leave of absence for and will accumulate seniority during such period of service; and upon termination of such service will be re-employed provided he has not been dishonorably discharged and is physically able to do available work in line with his seniority at the current rates for such work; and provided he reports for work within sixty (60) days of the date of such discharge, unless physically unable, verified by a physician's statement.
4. Union members who are laid off, retain their seniority by maintaining good standing in their respective locals.
5. Union members selected for full time union work, with any of the designated unions, shall retain their seniority by maintaining good standing in their respective locals.

D. Exceptional employees may be retained or re-hired irrespective of seniority. Exceptional employees are employees whose

work requires special knowledge or training. The number of exceptional employees shall not exceed five (5) per cent of the Seniority List of a department or division. These employees shall not take the place of any employees with greater seniority rights where special knowledge or training is not required. The names of Employees retained or rehired as exceptional employees and not in line with seniority shall be furnished to the respective unions and the reasons shall be clearly stated. The Company agrees to make every effort to train additional employees for occupations requiring exceptional knowledge and training.

E. The Management shall keep the Seniority Lists for each department up to date at all times, and whenever a Contact Man or Steward desires to examine these records for the purpose of settling a dispute, such records shall be made available for this inspection.

F. Seniority rights shall prevail in the releasing, hiring, transferring and the loaning of employees to other departments. Seniority rights shall also prevail in the training of men for exceptional jobs. Priority of shifts whenever possible and practical will be worked out by the Management and Committees of the Unions involved.

G. No Seniority rights shall prevail during the first six (6) months period of employment.

H. When there is a decrease in force in any department or division, the following procedure shall be observed:

1. Employees without seniority rights shall be released.

2. Employees having seniority shall be laid off in accordance with the seniority lists by divisions, those having the least seniority being released first.

3. The Company will transfer employees who otherwise would be laid off in accordance with the seniority list of their department or division, to similar work in other departments, if employees in other departments have less seniority, and no special training is required.

15. Prior to any lay-off, forty-eight (48) hours advance notice shall be given to employees who are to be released from the Corporation's employment, unless beyond Managements control due to government orders.

16. The Contact Board and Department Stewards shall be consulted before jobs requiring the operation of two or more machines by one man shall be put into operation.

#### 17. Apprenticeship Clause.

The parties of this Agreement shall name an Apprenticeship Committee of equal representation. This committee shall cooperate with the Supervisor of Apprenticeship of the Industrial Commission of Wisconsin in the conduct of apprenticeship according to the terms of the apprenticeship law, Chapter 106, of the Statutes.

Every apprentice shall be indentured pursuant to Chapter 106, and the employer shall provide every opportunity possible to enable the apprentice to become a skilled craftsman.

The apprenticeship committee shall be appointed by the respective parties to this

Agreement within five (5) days of its execution.

18. Employees participating in special training programs shall be paid a training rate mutually agreed upon by the Union Committees and the Management.

19. Wages. Present wage rates and rate schedules will remain in effect during the term of this Agreement. (Exception, see Memorandum A, attached hereto, page 17, and Memorandum C attached hereto, page 19.)

20. Should an employee feel that he has been treated unjustly, he or his representative or representatives chosen from any of the aforementioned organizations of which he is a member, may present such grievance to the proper representatives of the Company, who will give it prompt and thorough consideration.

He or they shall first take up the matter with his immediate supervisor. Failing satisfactory explanation or settlement, he or they may appeal to the Executive of the Company, appointed for this purpose. All requests for such hearing with such representatives of the Company shall be made by the applicant within five (5) days after the happening of such controversy, and such hearing shall be granted by the Company within five (5) days after the application thereof. In case no satisfactory adjustments of any grievance or controversy can be reached between employee or his representatives and representatives of the Company, the controversy is to be referred to arbitration by each party choosing two representatives, who in turn, shall accept a fifth impartial member to be chosen by the Calendar Judge of the Milwaukee Circuit Court

within five (5) days after such request has been made. There shall be no cessation of work while such arbitration is pending. Reasonable effort to render prompt decision must be made.

This Agreement shall become effective on August 1, 1943, and remain in effect to July 31, 1944, and for renewal periods of one (1) year thereafter, unless notice is filed in writing of a desire for a change or modification thereof thirty (30) days prior to the expiration of any such period.

(Signed)

A. O. SMITH CORPORATION

(Signed).....  
Vice President

ATTEST:

(Signed).....  
Secretary

This Agreement becomes effective when signed and accepted, providing for the employees of the A. O. Smith Corporation who are members of the organizations signing this Agreement, this.....day of.....1943.

SMITH STEEL WORKERS FED-  
ERAL LABOR UNION No. 19806

.....  
DISTRICT No. 10, INTERNA-  
TIONAL ASSN. OF MACHINISTS

.....  
INTERNATIONAL BROTHER-  
OF ELECTRICAL WORKERS  
LOCAL No. B-663

INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL No. 311 and 311A  
.....

STEAMFITTERS LOCAL UNION  
No. 601  
.....

TECHNICAL ENGINEERS  
LOCAL No. 54  
.....

MILWAUKEE CARPENTERS  
DISTRICT COUNCIL  
.....

INTERNATIONAL BROTHER-  
HOOD OF FIREMEN AND  
OILERS LOCAL No. 125  
.....

## **MEMORANDUM A.**

**Memorandum A** shall be attached to Agreement signed and dated July 31, 1943.

### **Paragraph 1.**

Non-productive employees receiving no premium (other than shift premium or overtime premium) or piece work shall receive on August 2, 1942 an increase of five (5) cents per hour.

### **Paragraph 2.**

Crane operators, crane hookers, tractor drivers and line inspectors who can be attached to line operations shall not receive the five cents (5c) per hour increase as stated in Paragraph No. 1 but shall receive five (5) per cent per hour of the productive rate of the Division to which they are at-

tached. In no case shall this be less than five (5) cents per hour.

**Paragraph 3.**

Memorandum A, Paragraphs 1, 2 and 3, included in Agreement dated July 30, 1941 and 1942 is renewed and will apply to those employees who have not previously received the increases set forth in Memorandum A of July 30, 1941 and 1942.

1A. Upon modification or termination of the Little Steel formula wage clause may be re-negotiated upon due notice received by the parties to this Agreement.

2A. Evaluation of Jobs—Equal pay for women workers. The Directive of the War Labor Board relative to women workers and equalization of pay issued in the General Motors case shall be the basis upon which the Company agrees to equalize the pay of women workers.

3A. Progression schedule.

For all employees who have not previously received a length of service increase, a five (5) cents per hour length of service increase is granted after two (2) months of service, and an additional three cents (3c) per hour length of service increase is approved after three (3) months of service.

**WAR LABOR BOARD APPROVAL  
RECEIVED SEPTEMBER 18, 1943**

**EFFECTIVE DATE AUGUST 2, 1943**

**MEMORANDUM B.**

All employees start August 2, 1942, with their black hours as of June 27, 1942, or

even. The average of those employees having 20 or more red hours as of August 1, 1942, to be credited to all employees as of August 2, 1942. On January 2, 1943, the average of those employees having 20 red hours or more shall be credited to all employees January 3, 1943. The procedure to be repeated at six month intervals and to continue until such time as employees with more than six months service have been laid off due to reduced operations. Further, red hours remaining at such time shall be taken off. In no case, however, shall any employee with red hours be required to take off more than 16 hours per week and in no case shall any employee with red hours be required to take off more than 350 red hours regardless of total amount of his red hours, at time employees with more than six months service are laid off due to reduced operations, within their respective unions taking into consideration their occupation.

## **MEMORANDUM C.**

Memorandum C shall be attached to Agreement signed and dated July 31, 1943.

## **BONUS**

1. For the year December 19, 1942 to December 19, 1943 a bonus of ten (10) per cent of the first \$1,000 earned shall be paid on December 17, 1943 to all employees with eight (8) months of service on December 1, 1943.

2. For the year December 19, 1942 to December 19, 1943 a bonus of seven and one-half (7½) per cent of the first \$1,000 earned shall be paid on December 17, 1943 to all

employees with six (6) months of service on December 1, 1943.

3. Any employee who is discharged for cause will not be entitled to a bonus. Any employee with less than one year of service who quits will not be entitled to a bonus.

4. In the event of death, an employee's bonus will be paid to his insurance beneficiary.

**WAR LABOR BOARD APPROVAL  
RECEIVED SEPTEMBER 18, 1943**

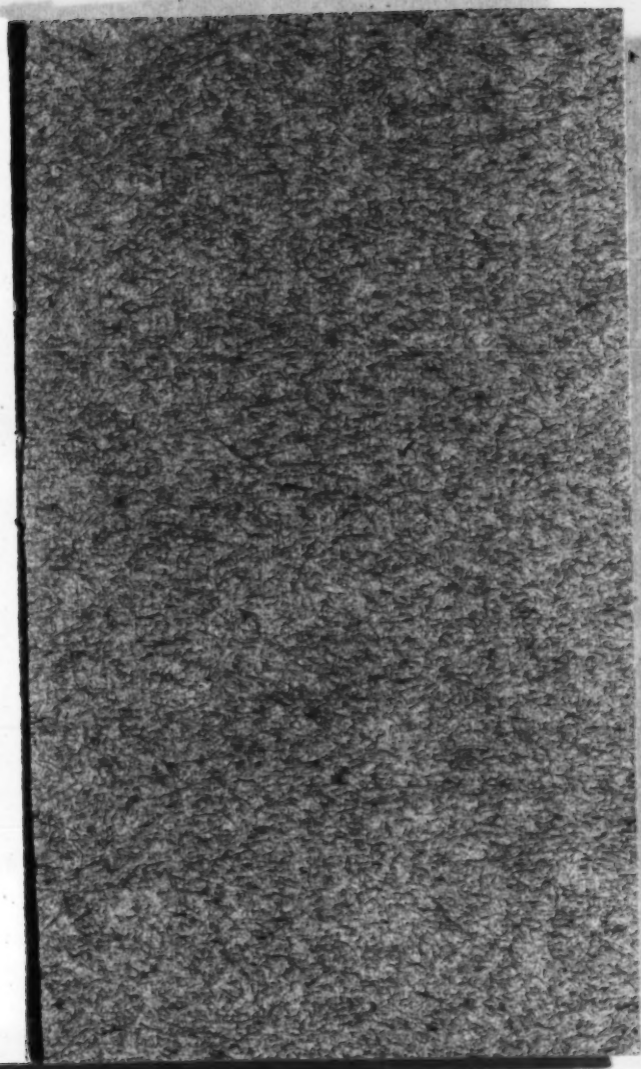
**EFFECTIVE DATE AUGUST 2, 1943**

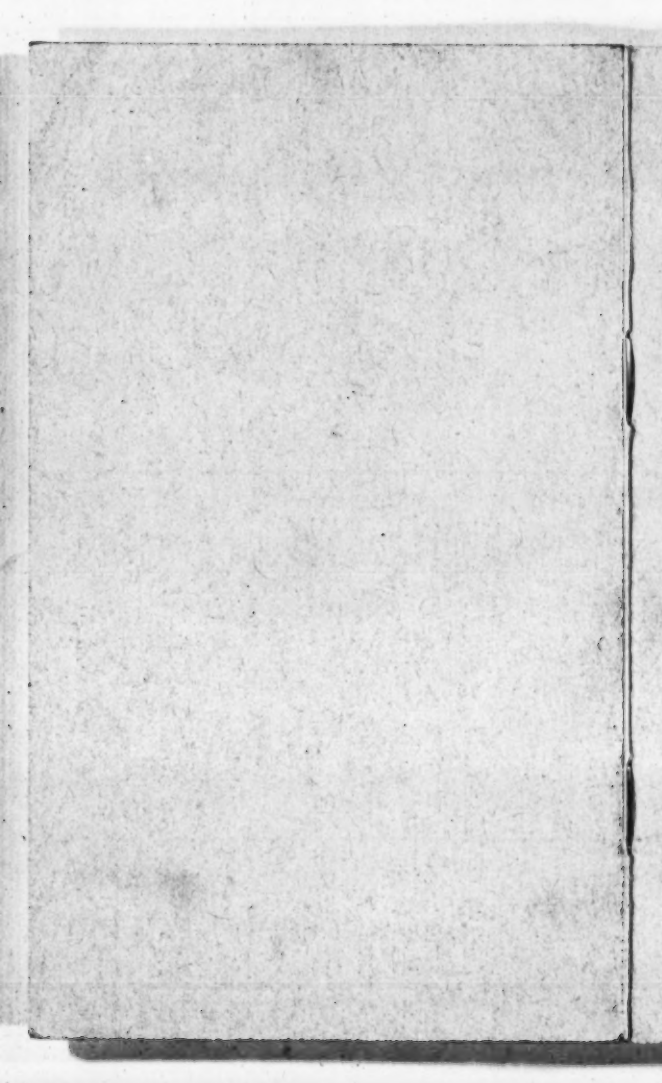
The following regulations have been adopted by the National War Labor Board regarding the effective date of voluntary applications for approval of wage and salary adjustments.

1. An employer may not select an effective date earlier than the effective date approved by the Board. The employer may, however, select a later effective date, provided that if the employees are represented by a labor organization with respect to the adjustment, that effective date must be mutually agreeable.

2. No limitation has been imposed on the time within which the employer must decide, after Board approval whether he is going to put the adjustment into effect.

3. It is within the employer's discretion to determine whether to pay an increase to employees whose employment terminated between the effective date of the increase and the Board's approval of the adjustment, provided that if the employees are represented by a labor organization with respect to the increase approved, the matter is one for mutual agreement.





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**AGREEMENT**  
**BETWEEN**  
**BRIGGS & STRATTON**  
**CORPORATION**  
**AND**  
**LOCAL UNION NO. 232**  
**INTERNATIONAL UNION**  
**UNITED**  
**AUTOMOBILE WORKERS**  
**OF AMERICA**  
**A. F. of L.**

**SEPTEMBER 17, 1942**





THIS AGREEMENT, Made and entered into this 12th day of September, 1942, by and between the Briggs & Stratton Corporation of Milwaukee, Wisconsin, hereinafter called "The Company," and Local No. 232, and the International Union, United Automobile Workers of America, affiliated with the American Federation of Labor, hereinafter called "The Union."

The parties being desirous of maintaining, improving and clarifying the relationship between this Company and its employes, agree that the policy governing wages, working hours, overtime, vacations and grievances will be as follows:

The Company recognizes Union Local No. 232 as the exclusive representative of all the hourly paid employes of the Company for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment. This agreement shall not apply to hourly paid employes on ineligible list and to indentured apprentices.

The Company will not interfere with the rights of its employes to become members of the Union. The Company and its representatives agree that they will not use coercion, discrimination, interference or restraint against any member of the Union on account of such membership.

The Company agrees that it will not aid or support in any manner any employe or group of employes for the purpose of undermining the Union.

The Union agrees that neither the Union nor its members will intimidate or coerce

employees on Company premises, and further agrees not to solicit membership or conduct during working hours any Union activities other than those of collective bargaining and handling of grievances in the manner and to the extent hereinafter provided.

## COLLECTIVE BARGAINING

The Company agrees to the following procedure for collective bargaining, providing for:

(1) Designated management representatives, or any other chosen representatives of the Company;

(2) Designated Union representatives which will consist of the Bargaining Committee of the Union and any other of its chosen representatives;

(3) All grievances shall be handled in the following manner:

**FIRST:** The Union shall furnish triplicate grievance sheets which shall be made out by the aggrieved. Two copies shall be presented to the foreman by the aggrieved, who retains one copy. The foreman shall immediately present one copy to the steward of that department and shall discuss the nature of the grievance with the steward in an attempt at an amicable settlement. If the steward leaves his work for grievance activity, he shall record on a special card the time he leaves and returns. The Company will pay the steward's day rate for the first fifteen minutes of such time. Any additional time will not be paid for by the Company. Such time will be computed by periods of fifteen minutes each.

**SECOND:** In the event that no decision can be reached that is mutually satisfactory to the employe, the Union representative and the foreman within twenty-four hours, the employe's representative shall then refer the grievance to the Bargaining Committee who may bring the grievance before the Company's representatives for settlement.

### **SENIORITY**

The word "seniority," as herein used, shall be deemed to mean the right to priority in employment in the case of increase or decrease of working forces.

Plant seniority rights for all employes by departments shall be the rule — provided that no employe shall be re-hired for, retained in or transferred to any department unless there is work in that department that he can perform satisfactorily at once in the judgment of the Bargaining Committee and the management.

The members of the Executive Board of the Union shall head the seniority list of their respective departments and the plant during their term of office. At the close of their term, they shall be returned to their regular positions on the seniority roster. However, no one may be elected to the Executive Board unless such individual has seniority in the plant at the time of election, nor shall any individual serve on the Executive Board after loss of his seniority in the plant.

Shop stewards shall have five (5) years' seniority added to their actual seniority during their term of office. At the close of their term, they shall be returned to their regular

positions on the seniority roster. There shall not be more than one steward in each department who shall enjoy the seniority extension hereinbefore stated.

Those employees who have the least seniority in a department shall be the first to be laid off in that department, and those employees who have the greatest seniority shall be the first to be rehired.

Employees who are laid off due to lack of work in their own department may be rehired for work in other departments, subject to the following conditions:

(1) The seniority of such employees shall be determined by calendar years only—four three-month groups per year, all employees of the same three-month group having the same seniority standing;

(2) The Company shall exercise its choice between employees of the same three-month calendar year group;

(3) An employee of a three-month calendar year group, six months older than a regular department employee, shall have the preference to fill a vacancy that exists;

(4) An employee of a three-month calendar year group, one year older than a regular or temporary employee, shall have the right to replace such an employee;

(5) When an employee has been continuously employed for a period of one month or more in a department other than his own, he shall assume his plant seniority standing in that department for as long as that employment is uninterrupted;

(6) The condition in both the employee's

old and new department shall indicate that he will be employed for at least one month in the new department, and that he can do the work satisfactorily at once in the judgment of the Bargaining Committee and the management;

(7) All employees so temporarily employed shall return to their original department whenever there is work for them for more than one month.

The Company shall furnish an accurate seniority list to the Union and as the occasions arise, notify the Union of any additions or deductions in the seniority roster.

An employee shall cease to have seniority and be on any seniority list if:

(A) He quits;

(B) He is discharged;

(C) He does not report for work within one week after a written notice to report for work has been sent by 1st class mail to the address appearing on the Company's records. A copy of such notice shall be given to the Union at the time of mailing. Extension of the one week period will be granted by the Company for satisfactory reasons given by the employee before the expiration of such period;

(D) He has not worked for the Company for a number of days equal to one-half of his length of service with the Company at the time he last worked for the Company, provided that for this purpose absence with leave and time off caused by compensable injury sustained while in the employ of the Company shall not be counted. Upon re-

hiring there shall be no reduction of seniority if the employee has not lost his seniority.

New employees or former employees who have lost their seniority will not have seniority privileges until they have been actively employed for six consecutive months.

Any employee inducted into military service under the Selective Service and Training Act shall be considered as being on furlough or leave of absence during his period of training and service, and shall be eligible for re-employment without loss of seniority if he makes application for re-employment within forty days after he is released from such military service, and has received a certificate indicating his discharge from the service, provided he is qualified to perform the duties of his former position or of a position of like seniority and pay, unless the Company's circumstances have so changed as to make such employment impossible or unreasonable.

Any employee enlisting with any of the armed forces of the United States shall be entitled to the same privileges as described above for men who have been inducted under the Selective Service and Training Act, provided, however, that he had attained seniority before the time of such enlistment and notifies the Company in writing, stating the date of enlistment and the branch of the service enlisted in.

### WAGES

The Company agrees to pay, in addition to regular wages, a quarterly bonus of ten per cent (10%) of such wages, for the period

from July 1, 1942, to the expiration date of this agreement.

The Company further agrees to pay at Christmas Time, to each of its employes, additional wages as a bonus for services rendered the Company in the year 1942, equal to ten per cent (10%) of the total wages received by each employe from the Company for the year 1942—such total wages to be ascertained as follows: To the wages received by each employe for the first eleven months of the year 1942, there shall be added the amount paid to him or her for the month of November, plus the above 10% quarterly bonus on the year's wages so ascertained, and ten per cent (10%) of this total sum will be the amount of the additional wages in the case of each employe.

A similar bonus will be paid each successive year at Christmas Time computed in like manner on wages earned up to the expiration date of this agreement.

For day workers the minimum beginner's rate for women will be 48 cents per hour, but will be increased to 55 cents per hour upon the completion of three months' actual work. The minimum beginner's rate for men will be 65 cents per hour, but will be increased to 70 cents per hour upon the completion of three months' actual work. Employes out of service who have lost seniority privileges will be subject to beginner's minimum wage rates.

For piece-workers the minimum day rate will be 48 cents per hour for women and 65 cents per hour for men.

An employe who has the minimum piece-

work day rate, who works four hours or more in any one day on a day-rate job, shall receive the minimum day-work rate for such time, providing the employe has the foreman of his department approve a day-work card before leaving the department on that day.

All employes working on the second shift shall receive five (5) cents per hour in addition to their regular earnings, and all employes working on the third shift shall receive seven (7) cents per hour in addition to their regular earnings. The above does not apply to firemen and watchmen.

It is agreed that in the event of drastic and unusual changes in conditions over which the Company has no control, the subject of rates and wages may be brought up for further negotiation.

### HOURS OF WORK

The regular working week for day workers shall be five days of eight hours per day, namely Monday to Friday, inclusive, with time and one-half being paid for all time worked in excess of eight hours per day and for all work on Saturdays.

Double time will be paid for work on Sundays and on the six National holidays, namely: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. If any of the holidays named fall on a Sunday, the following day shall be considered the holiday.

The regular working week for piece workers shall be five days of eight hours per day, namely Monday to Friday, inclusive. One-

half of the employee's average hourly earnings rate (based on total week's earnings, excluding any overtime pay), in addition to the regular piece-work earnings, will be paid for all time worked in excess of eight hours per day and for all work on Saturdays. Full average hourly earnings rate (based on total week's earnings, excluding any overtime pay), in addition to the regular piece-work earnings, will be paid for all time worked on Sundays and above named holidays.

All holidays hereinbefore enumerated shall be from 12:00 midnight of the day previous to 12:00 midnight of the Holiday.

Firemen and watchmen will be paid regular hourly rates regardless of when work is performed, with time and one-half being paid for all time worked in excess of forty hours per week.

The regular working week for janitors shall be eight hours per day, forty hours per week, including Saturdays and Sundays, with time and one-half being paid for all time worked in excess of eight hours per day or in excess of forty hours per week.

### DEPARTMENTS

Until changed by mutual agreement between the Bargaining Committee and the Company, the division as to departments will be as follows:

#### EAST AND WEST PLANT

Stores, Shipping, Receiving.

Maintenance, Firemen, Watchmen, Janitors, Crate Makers.

Timekeepers.

Production Clerks, Stock Chasers.

## EAST PLANT

Punch Press Department, 1st Floor.  
Tool Room, 2nd Floor.  
Drill Press, 2nd Floor.  
Screw Machine, 2nd Floor.  
Die Casting, 2nd and 4th Floors.  
Parts Inspection, 2nd, 4th and 5th Floors.  
Lock and Assembly Inspection, 3rd Floor.  
Lock and Electrical Assembly, 3rd Floor.  
Parts Machining, 4th Floor.  
Die Casting Trimming, 4th Floor.  
Plating, Polishing, and Enameling, 5th Floor.  
Engine Service and Repair, 6th Floor.  
Experimental, 6th Floor.

## WEST PLANT

Fuze.  
Heat Treating, and Punch Press Departments, 1st Floor.  
Machine Department, 1st Floor.  
Machine Department, 2nd Floor.  
Screw Machine Department, 2nd Floor.  
Parts Inspection.  
Floor Inspection.  
Engine and Miscellaneous Assembly.  
Engine Testing and Crating, 3rd Floor.  
Tank and Service Departments.

## VACATIONS

1943

All hourly paid employees who have seniority on May 1, 1943, and who have worked for the Company more than 600 hours between May 1, 1942, and April 30, 1943, inclusive, are entitled to a vacation with pay at a rate equivalent to their average hourly earnings during that period.

In determining the number of hours of vacation pay that each employe shall receive, the following procedure will be used:

A total of 1,600 hours of work between May 1, 1942, and April 30, 1943, inclusive, will be considered a full year's employment, and will entitle one who has worked that many hours or more to 40 hours of vacation pay. Employes who have worked less than 1,600 hours in the period between May 1, 1942, and April 30, 1943, inclusive, shall receive the same proportion of 40 hours of vacation pay as is the proportion of the total hours they worked and 1,600 hours; for example, an employe worked 1,400 hours during the period from May 1, 1942, to April 30, 1943, inclusive. He would receive—

1400

$1600 \times 40 = 35$ , or 35 hours' pay at his average rate from May 1, 1942, to April 30, 1943, inclusive.

All vacations must be taken between June 15 and November 15, 1943. The Company will designate the time of vacations, and will notify each employe, if possible, at least one week in advance. In the case of employes eligible for vacation being laid off, their vacation shall be applied against the first week of such a period.

Employes who quit or are discharged prior to the time vacation pay checks are issued will not be entitled to vacation pay.

1944

All hourly paid employes who have seniority on May 1, 1944, and who have worked

for the Company more than 600 hours between May 1, 1943, and April 30, 1944, inclusive, are entitled to a vacation with pay at a rate equivalent to their average hourly earnings during that period.

In determining the number of hours of vacation pay that each employe shall receive, the following procedure will be used:

A total of 1,600 hours of work between May 1, 1943, and April 30, 1944, inclusive, will be considered a full year's employment, and will entitle one who has worked that many hours or more to 40 hours of vacation pay. Employees who have worked less than 1,600 hours in the period between May 1, 1943, and April 30, 1944, inclusive, shall receive the same proportion of 40 hours of vacation pay as is the proportion of the total hours they worked and 1,600 hours; for example, an employe worked 1,400 hours during the period from May 1, 1943, to April 30, 1944, inclusive. He would receive—

1400

$1600 \times 40 = 35$ , or 35 hours' pay at his average rate from May 1, 1943, to April 30, 1944, inclusive.

All vacations must be taken between June 15 and November 15, 1944. The Company will designate the time of vacations, and will notify each employe, if possible, at least one week in advance. In the case of employes eligible for vacation being laid off, their vacation shall be applied against the first week of such a period.

Employees who quit or are discharged prior to the time vacation pay checks are issued will not be entitled to vacation pay.

## GENERAL

The Company agrees that there will be no lock-out of its employees, and the Union agrees that there will be no strike, slow-down or stoppage of work, until all peaceable means of reaching a mutually satisfactory decision on any and all problems have been tried.

The Company reserves the right to select and hire, to transfer or dismiss employees, and agrees that the Bargaining Committee will be notified of an employee being discharged, twenty-four hours prior to the removal of such employee's name from the seniority list.

The Company shall notify any employee who is to be laid off, at least twenty-four hours in advance whenever possible.

If possible, the Company shall notify the Bargaining Committee twenty-four hours in advance, of all employees to be laid off and of all employees to be recalled to work.

The Company agrees to notify the Bargaining Committee of its intention to hire employees without seniority before they report for work.

The Company agrees to notify the Union of all individual wage adjustments of employees under the jurisdiction of this agreement.

The Company will at its discretion grant temporary leaves of absence to employees upon the presentation in writing of good and sufficient reason for such leaves of absence. The Company further agrees to grant a leave of absence to any employee accepting

an office with the International Union or Local Union for the duration of that office. No leave of absence shall be issued for more than six months, but may be renewed at time of expiration upon application to the Company. Confirmation in writing of such leaves will be furnished employees by the Company if the leave is for more than one week. The Company agrees to furnish to the Union notification of all leaves of absence.

When employees are sent home before having worked four (4) hours after having been permitted to come to work without having been properly notified that there would be no work, they shall receive a minimum of four (4) hours' pay at their regular hourly earnings. This shall not apply when caused by circumstances beyond the Company's control.

An employee who is injured while at work, and who is sent by the Company to a doctor for treatment, will be paid for time lost that day if he returns to work on that same day. If an employee so injured is not able to return to work on the day of injury, he will be paid for time lost on that day, if he presents a certificate from the doctor stating he was unable to return to work on the day injured.

When it is found necessary to increase a piece rate, such increase shall be retroactive to the beginning of the pay period in which the increase occurs.

The Company agrees not to transfer any of its work to any other concern for the purpose of discrimination against the Union.

The Bargaining Committee shall meet with the representatives of the Company on the mutually agreed days and time.

#### **RULES GOVERNING EXECUTIVE BOARD MEMBERS AND STEWARDS**

The Union will furnish to the Company the names of all Executive Board members and stewards and the departments in which they work, and shall revise such list as changes are made from time to time.

No stewards shall be chosen unless employed at the time of selection.

Executive Board members and stewards shall remain in their respective factory departments unless given permission by their foreman to leave. They shall not leave their work for any Union or grievance activity without permission of their foreman, and shall punch out on their time card on such occasions.

**THIS AGREEMENT** shall remain in full force and effect until July 1, 1944, unless the existing state of war ends before that time, in which case this agreement shall continue in effect for not longer than ninety days after one party has given notice to the other party that a change is desired.

Executed this 17th day of September,  
1942.

**BRIGGS & STRATTON CORPORATION**

**C. L. COUGHLIN**

**R. W. GRIFFITH**

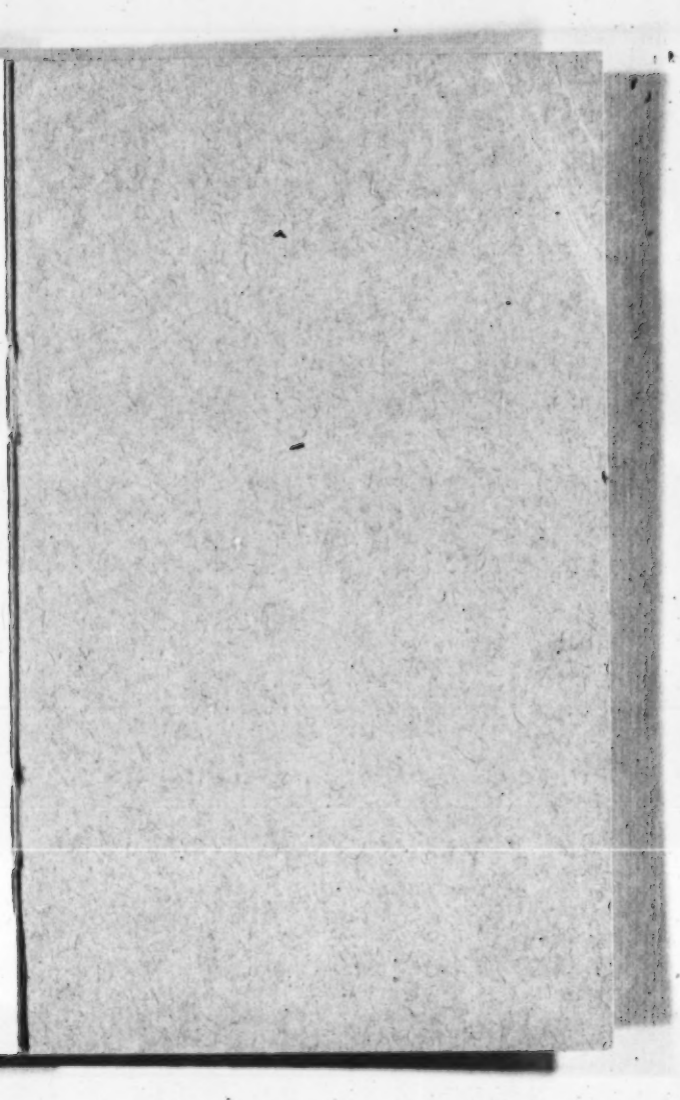
**LOCAL NO. 232, And  
THE INTERNATIONAL UNION,  
UNITED AUTOMOBILE  
WORKERS OF AMERICA,**

**Affiliated With  
THE AMERICAN FEDERATION  
OF LABOR**

**MERL HENNINGER**

**HERB. JACOBSEN**

**GEORGE KIEBLER**





April 8, 1943

**THIS AGREEMENT**, made and entered into by and between Globe-Union Inc., of Milwaukee, Wisconsin, hereinafter called "The Company," and Local No. 322 of the International Union, United Automobile Workers of America, Affiliated with the American Federation of Labor, hereinafter called "The Union."

The Company recognizes the Union as the exclusive representative of the employees in the Milwaukee plant who are paid on a point rate or day rate basis for the purpose of collective bargaining in respect to rates of pay, wages, hours of work, or other conditions of employment.

The Union agrees that neither the Union nor its members will intimidate or coerce employees at any time nor will it solicit membership or conduct any Union activities during working hours other than those of collective bargaining and handling of grievances in the manner provided.

The Company will not interfere with the right of its employees to become members of the Union nor will it use coercion, discrimination or restraint against any member of the Union on account of such membership.

For the purposes of collective bargaining, the Union will be represented by a bargaining committee composed of union employees representative of the various

departments and the management will be represented by designated persons. Both the Company and the Union shall keep the other informed of the personnel of these committees and any changes thereof. Either the Company or the bargaining committee may call a joint meeting at any time subject to 24 hours advance notice.

### **Grievances**

1. If any difficulty arises, the employee may first take it up with the shop foreman or department head. If the matter is not settled, it will be brought to the attention of the steward who shall then attempt to make a mutually satisfactory solution with them of the difficulty within a reasonable length of time. The time required for this decision shall in no case exceed 4 working hours.

2. In the event that no solution is reached as above, the matter shall become a grievance and the steward will refer it to the shop committee, who shall thereupon bring the issue before the company representatives who have the power to make a decision. If it is desired that the matter should be brought to the attention of the management, the grievance will be presented in writing and, except in emergencies, a meeting will not be called to discuss grievances until after the management has had a couple of days to secure necessary information relating to the difficulty. In no case where the grievance concerns more than one em-

ployee shall the decision of the steward and the department head be accepted as final, but their decision must be reviewed and approved by a joint meeting of the shop committee and the representatives of the Company.

3. Stewards and members of the shop and bargaining committees will be permitted to leave their work to attend meetings or to investigate or adjust grievances of any kind after duly notifying their foreman and punching their time cards out, provided that this procedure does not disrupt the work of the other employees. Upon entering a department other than their own, in the fulfillment of their duty, stewards or committee members shall notify the foreman of that department of their presence and purpose.

4. In the event of the discharge of an employee who believes he has been unjustly dealt with, such discharge shall constitute a grievance arising under the method of adjusting grievances above provided. Such grievances, however, must be presented within seven days after discharge.

### Seniority

Seniority, which means the right to priority of employment in case of increase or decrease of working forces, will prevail as far as practical within each non-interchangeable occupational classification. Said non-interchangeability to be determined upon the request of

an individual employee or a group of employees under the method of adjusting grievances, but said grievance must be presented within seven days. The individual employee shall have the right upon request to prove adaptability to interchange with an otherwise non-interchangeable occupational classification, said adaptability to be proven within two working days.

Employees shall be regarded as temporary employees for the first six months of employment. There shall be no responsibility for the re-employment of temporary employees. After six months continuous employment, these employees will then have seniority in the order of the last date of hiring.

The Company will furnish the Union about January 1st and July 1st a list showing the starting date of all employees having six months or more continuous employment.

It shall be the policy of the Company before laying off any employees, to move them from one department to another wherever consistent with experience and skill, but this provision shall not apply for short temporary lay-offs of one week or less and should not exceed fifteen working days per year. When above policy is followed and employees are moved from a higher to a lower work class, a wage reduction will be made to the base wage class paid for the work to which the employees are transferred, and

further it shall be the policy of the company to transfer such employees back to their original classification and restore their original wage basis before recalling or hiring other people for such work.

When due to manufacturing irregularities there are short, temporary emergency layoffs of some of the people in any group, such layoffs will be made in the best manner so that the reduced production can be maintained, with seniority to prevail wherever possible, or until suitable transfers can be arranged. Such layoffs should be less than one week and should not exceed fifteen working days per year.

If occasion arises when it is known beforehand that several layoffs are necessary in succession, the bargaining committee and company representatives will meet to settle the situation so that excessive costs will not result from breaking in crews for short periods only.

Employees transferred from one occupation to another, will hold seniority in the occupation from which they were transferred, provided that within one year from the date of transfer such employees shall elect either to hold seniority in the occupation from which they were transferred or in the occupation to which they transferred, but if no choice is specified, shall have seniority in occupation being performed.

When new operations or products are put into production employees with the

greatest seniority, other factors being equal, will be given first opportunity on the new work. If, however, they elect to stay at their old occupation, they cannot later on through seniority replace people with less time of service who have accepted the job they refused.

When it becomes necessary to reduce working forces, the following program will be followed as far as practical within each occupational group:

1. Employees of six months service or less will be laid off.
2. Employees who have from six months to one year seniority will be laid off.
3. Hours will be gradually reduced to 30 hours per week.
4. Should more reduction be necessary thereafter, seniority shall prevail, except by mutual consent the work week may be reduced temporarily below 30 hours.

Employees will be called back in reverse order when work again picks up, and those with six months to one year seniority may be re-employed after thirty-six hours is being worked per week.

It is recognized some leeway is necessary in the application of seniority. For instance where experience, training, and future value to the company require in its opinion that exceptions be made in

order to insure most efficient and continuous plant operations.

U There will be separate seniority lists for male and female employees.

Employees whose pay status changes from hourly to salary and back again will retain their original seniority date.

Following layoff, any employee who is recalled must report within three working days or offer a satisfactory explanation within one week in order to retain seniority.

Employees laid off through no fault of their own shall retain seniority.

Upon application, leave of absence may be granted to an employee by the company without loss of seniority. An employee absent on leave, who engages in other employment, will lose seniority rights and be subject to dismissal.

Twelve consecutive months of unemployment, except for employees having five years or more seniority, or a voluntary quit, or absence of three consecutive working days without notifying employment office, or failure to report for work at the end of a leave of absence or a discharge, breaks seniority. Employees having five years or more seniority at the time of layoff due to lack of work may retain their accumulated seniority up to the time of such layoff if they return to their original department after not more than three years of unemployment.

Seniority shall not apply to the discharge or re-hiring of people whose inefficiency or lack of industry shall be conceded by the union committee.

Exceptions to the above rules may be made by mutual consent of the company and the union committee. Further exceptions may be made when employees are placed temporarily in departments for special training.

Common sense and good judgment will play an important part in the handling of the application of seniority rules, since it is recognized that knowledge, training, ability and skill are factors which must be considered in some cases.

The Company shall have the right to designate the occupation and wage to which an employee under disability due to injury, age, or condition of health, may be assigned or transferred. In such cases seniority will be considered, but it cannot always be the controlling factor.

Any employee other than a temporary employee who voluntarily enlists in the armed forces of the United States since December 7, 1941 for the duration of the war will be granted a corresponding leave of absence to cover such service and may return under the provisions of the Federal Selective Training and Service Act of 1940 except due to the uncertainty as to the duration of actual service of men enlisting for normal, fixed periods (such as 4 year marine enlist-

ments and 6 year navy enlistments) each employee who enlists for such periods must return for work within six months after the end of the war, plus 40 days thereafter, to cover the period wherein which the employee may apply for work. In the event that the actual service of an employee under the terms of such enlistment shall exceed six months after the end of the war, it will be considered that such enlistment constitutes the selection by the employee of a new position and hence his voluntary termination of employment with the company.

### **Hours of Work**

The regular working week shall be five days of eight hours per day. Time worked in excess of eight hours in any one day or forty hours in any one week, but not both, will be paid at one and one-half times the regular earned wages.

The work week will start with the day shift on Monday. For overtime and pay purposes, the second and third shift shall be considered as part of the day on which the day shift preceding it started. Time and a half will be paid for Saturday and double time for Sunday and six legal holidays as follows: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas, except to firemen, watchmen, guards, and people on necessarily continuous operations.

All employees reporting for regular work, when not specifically told other-

wise, shall receive a minimum of 3 hours work or 3 hours day work pay. This shall not apply when caused by circumstances beyond the Company's control.

### **Wages and Rates**

The wage schedule will be in accordance with a supplementary agreement attached hereto.

The lowest class for men is Class 6 except when new or temporary male employees are put on women's work at Class 5 or apprentices are working on an established plan.

The Company agrees that its policy of explaining new or adjusted rates to the available workers affected will be strictly carried out.

### **Vacations**

The Company plan of vacations, dated January 1, 1943, will remain in effect for the duration of this agreement.

### **General**

The Company, as a general policy, will follow the principle that if any jobs which are now normally men's jobs, are taken over by women during the present emergency, that such jobs will revert to men after the emergency is over, provided that technological changes in such jobs which may have occurred, do not

alter them so that they would then be considered a woman's job under ordinary circumstances.

The Company agrees that there will be no lock-out of its employees and the Union agrees that there will be no strike, slow-down or stoppage of work until all peaceable means of reaching a mutually satisfactory decision on any and all problems have been tried as provided in this agreement.

If at any time during the period covered by this agreement it should be finally held to violate any valid law or decision applicable thereto, then that part of this agreement shall forthwith be terminated. Furthermore, any parts of this agreement which conflict with orders of duly constituted military authorities shall be considered not to apply for the duration of said orders.

This agreement shall remain in force and effect until December 1, 1944 and thereafter from year to year or until a new agreement is effective, unless not less than thirty days nor more than forty days prior to any date of expiration, notice is given in writing to the other party by the party desiring the change, except that in the matter of wages if at any time the Union feels that there should be a change or if due to general conditions the Company feels that it is in the interest of the business and its employees to consider a change in the minimum, written notice shall be given to other party not less than thirty days

nor more than forty days prior to either January 1st or July 1st. Negotiations, with a statement of the desired changes, on either of the above matters shall be started within ten days from the receipt of the written notice.

Signed this 8th day of April, 1943.

INTERNATIONAL UNION, UNITED  
AUTOMOBILE WORKERS OF  
AMERICA, AFFILIATED WITH THE  
AMERICAN FEDERATION OF  
LABOR, LOCAL No. 322

By Omer Weidman, Pres.

By Jeannette Thurwachter, Rec. Sec'y.

By George Kiebler, Int'l Rep.

GLOBE-UNION INC.

By J. D. Wanvig, Jr., VP & GM

January 1, 1943

## VACATIONS

We are pleased to announce that a vacation plan will again be effective in 1943. It is hoped that it can be continued, but it may be necessary to modify or discontinue it.

GLOBE-UNION INC.

C. O. Wanvig

President

The purpose and intent of vacations is to give employees a stated vacation time with pay to allow for rest and recreation and in recognition of prompt and regular attendance and of faithful, efficient and continuous service.

Vacations will be given at such times during the year as are most convenient, considering both the wishes of the employees and the operating necessities of the department concerned, and will be subject to approval of the department head.

Upon previous arrangement, a two weeks' vacation may be split into two separate vacations of one week each. Otherwise vacations should be taken in one continuous period except for unusual conditions. Vacations cannot be postponed from one calendar year to another and made cumulative, nor can they

be waived and the employee receive extra pay for work done during that period under normal conditions, but for the duration of the war, when necessary, vacations may be eliminated and the employee given the regular vacation pay.

Length of employment will be figured as of January 1st and will be based on the last date of hiring before six months continuous employment. Twelve consecutive months of unemployment, or a voluntary quit, or an absence of three consecutive working days without notifying the employment office, or failure to report for work within three working days or offer a satisfactory explanation within one week when recalled, or failure to report for work after leave of absence, or a discharge breaks employment.

There will be a vacation with pay for everyone eligible who has worked during at least thirty-nine weeks of the twelve months preceding April 1st. Also, they must be on the payroll at the beginning of their vacation. However, employees laid off prior to April 1st, who are eligible for vacation, may receive their vacation pay at the time of layoff and employees leaving after April 1st for any reason, except discharge for cause, will receive their vacation pay.

The number of days vacation will be based upon our regular records as follows:

Over 1 Yr. and less than 2 Yrs.—	2 Working Days
Over 2 Yrs. and less than 4 Yrs.—	3 Working Days
Over 4 Yrs. and less than 6 Yrs.—	5 Working Days
Over 6 Yrs. and less than 8 Yrs.—	7 Working Days
Over 8 Yrs.—	10 Working Days

For those who have not worked the full thirty-nine weeks of the twelve months preceding April 1st, the following graduated schedule will be applied to the number of vacation days as computed on the regular schedule; fractional days will be figured at the nearest full day.

Over 6 Mo. and less than 7 Mo. —	70%
Over 7 Mo. and less than 8 Mo. —	80%
Over 8 Mo. and less than 9 Mo. —	90%
Over 9 Mo. —	100%

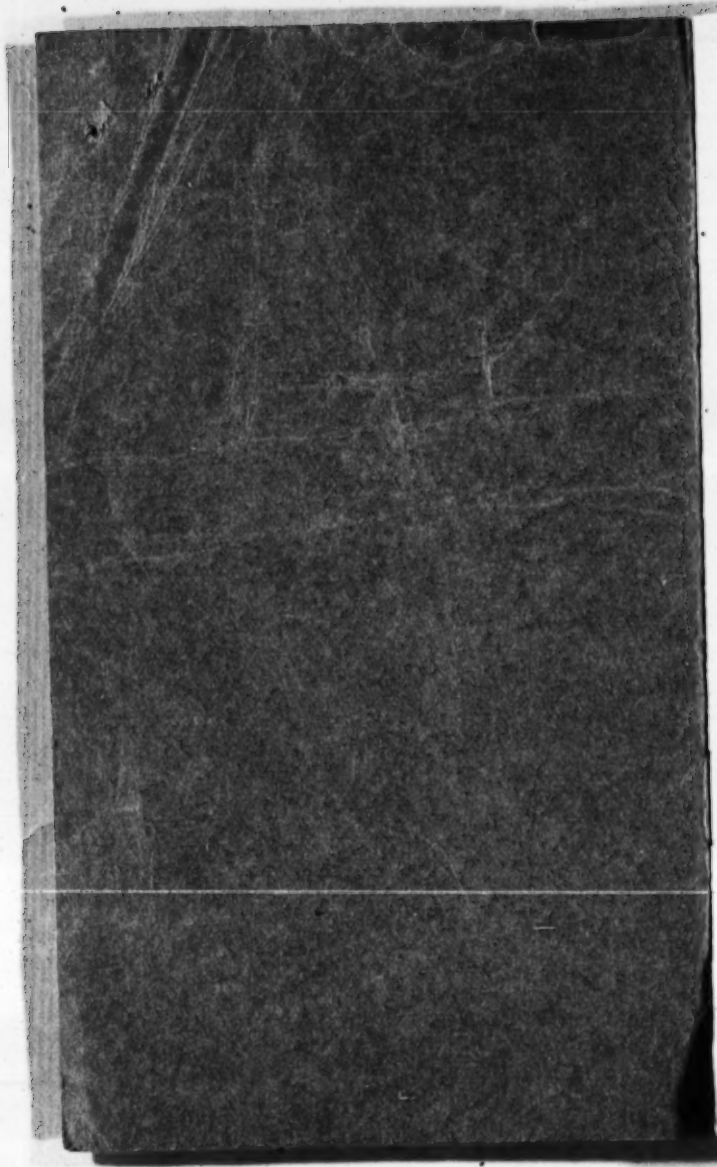
The amount of vacation pay for each day will be the individual's straight time earnings for the previous calendar year divided by the number of days worked. \$5.00 will be the minimum amount of vacation pay.

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**CONTRACT AND  
AGREEMENT**

**Local 736, U.A.W. - A.F.L.  
and  
Automatic Products Co.  
MILWAUKEE, WIS.**

**Entered into August 14, 1942**



The AUTOMATIC PRODUCTS COMPANY of Milwaukee, Wisconsin, hereinafter called the "Company," and Local 736 of the INTERNATIONAL UNION, UNITED AUTOMOBILE WORKERS OF AMERICA, affiliated with the American Federation of Labor, hereinafter called the "Union," agree as follows:

## ARTICLE I. Representation

The Company agrees that the Union shall be the sole collective bargaining agent for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment (provided that any individual employee or group of employees shall have the right at any time to present individual grievances to the employer) for all its employees excepting the following: Supervisory employees, office and clerical employees, draftsmen, salesmen, watchmen whose primary function is that of a guard, indenture apprentices, co-operative students and engineers in training. .

## ARTICLE II. Conduct of the Parties

The Union agrees for itself and its members that it or they shall use no coercion or intimidation upon the employees of the Company to procure Union membership, and the Company agrees that it will not intimidate or coerce the employees or discriminate against any employees who are members of the Union or who hereafter join the Union.

Differences between the Company and the Union shall not be allowed to obstruct war production.

The Company specifically will not permit

on the part of its representatives any discrimination or activity whatsoever against the Union, and will discipline any employee who on Company time carries on anti-union activity or who on Company time seeks directly or indirectly to interfere with the status, membership or responsibilities of the certified union. The Union agrees to use only peaceful methods in soliciting membership in the Union, and not to solicit members or dues on Company time.

### **ARTICLE III.**

#### **Management**

The Company shall have the right to hire, suspend or discharge for proper cause, or transfer or relieve employees from duty because of lack of work or for other legitimate reasons, subject to the seniority provisions of Article VI, and this right is vested exclusively in the Company. The Company agrees that this right shall not be used in any manner for the purpose of discrimination against any member of the Union. The Company will promptly notify the bargaining committee of the Union of any action of discharge or discipline taken under this clause.

### **ARTICLE IV.**

#### **Collective Bargaining**

The Union shall select or appoint a bargaining committee not to exceed fifteen (15) members, and as nearly as possible no two (2) of which shall be chosen from the same department of the Company's business. This bargaining committee shall represent the Union in all matters of collective bargaining and conferences with the Company arising out of matters set forth in this agreement. Either the Company or bargaining committee may call a meeting at any reasonable time and said

meeting shall be held within forty-eight (48) hours. The members of the bargaining committee shall be permitted to leave their work without pay to investigate or adjust grievances at any reasonable time after notifying the foreman.

Any five members of the bargaining committee selected by the Union, notification concerning same to be given the Company in writing, shall not lose employment because of seniority. At the close of their term of office they shall be restored to their regular seniority as of date of hiring. The balance of the committee of fifteen (15) shall have two (2) years added to their actual seniority during their term or office, after which they shall be restored to their regular seniority as of date of hiring. Notification of the balance is to be given the Company in writing.

An employee shall have the right to present a grievance with or without a Union representative to the head of the department. No grievance, the settlement of which would constitute a breach of this contract, will be made in this manner. In case a mutually satisfactory determination of the grievance is not had within a reasonable length of time not, however, to exceed twenty-four (24) hours, the grievance shall be reduced to writing by the bargaining committee who shall thereupon bring the matter before an officer or other duly designated representative of the Company. If the bargaining committee and such officer or representative cannot reach a mutually satisfactory decision, the Company and the Union reserve the right to call in outside assistance to negotiate a settlement, and the decision so reached by the parties as a result of this action shall be final and binding upon both parties. This procedure shall

govern any claim by an employee that he has been discharged without just cause. In case it is determined by such procedure that the employee complaining has been discharged without just cause, he shall be reinstated with back pay.

## ARTICLE V.

### Hours of Work

Eight (8) consecutive working hours, dinner period excepted, in any twenty-four (24) hour period shall constitute a working day. The regular work week shall be five (5) working days of eight (8) hours each. Said regular work week shall extend from Monday to Friday inclusive, excepting when, as, and if four-shift operations or swing shifts are instituted by the Company to enable it to operate a department or departments continuously seven (7) days a week. It is understood in this connection that the only deviation from the practice of considering a work week as extending from Monday to Friday inclusive shall be limited to such departments only where necessary to enable the Company to operate on a seven (7) day week basis with four-shift operations or swing shifts.

The work week for watchmen and firemen shall be subject to the provisions of the Federal Wage and Hour law to the extent that the same may be applicable.

For all time worked in excess of the above, and for all time worked on Saturday, one and one-half ( $1\frac{1}{2}$ ) times the regular hourly earnings shall be paid. Two (2) times the regular hourly earnings shall be paid for work performed on Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. The premium days herein referred to shall be considered as beginning

at 12 o'clock midnight of the day previous and continuing for twenty-four (24) consecutive hours. However, if a shift extends into a premium day for a period not in excess of three (3) hours, said hours so extending into the premium day shall be considered as having been worked on the previous day and not on the premium day. For all hours in excess of ten (10) hours in any one day, Monday to Friday inclusive, and all hours over eight (8) on Saturdays, double time (instead of time and one-half) shall be paid. Overtime in a given department shall, so far as practicable, be distributed equally in the department.

If an employee is working in a department which is operating on a 7-day week basis with four-shift operations or swing shifts, said employee shall not be entitled to receive any premium for Saturday, Sunday or holiday work, and shall receive only the following overtime compensation, to-wit: (a) time and one-half his regular hourly earnings for all time worked by him in excess of eight (8) hours in any one day or in excess of forty (40) hours in any one week; and (b) in the event said employee works more than five (5) days in any work week, he shall receive one and one-half ( $1\frac{1}{2}$ ) times his regular hourly earnings for any work performed by him on the sixth day, and two (2) times his regular hourly earnings for all work performed by him on the seventh day. For all hours in excess of ten (10) hours in any one day, double time (instead of time and one-half) shall be paid.

This article shall not apply to watchmen or firemen.

All employees working on the second shift shall receive five (5c) cents more per hour than the first shift rate on the job, and all employees working on the third shift shall

receive seven (7c) cents more per hour than the first shift rate on the job.

When employees are sent home before having worked three (3) hours, after having been permitted to come to work without having been notified to stay home, they shall receive a minimum of three hours' (3) pay at their regular hourly earnings, except maintenance men who when called in for emergency work are to receive not less than one (1) hour's pay at time and one-half, said earnings shall be computed on the last employed day, provided, however, this rule shall not apply when conditions arise over which the Company has no control and if the Company has not been given due written notice of the employee's current residence address and by what manner he can be notified.

## ARTICLE VI.

### Seniority

The Company shall furnish an accurate seniority list to the Union, and as the occasion arises notify the Union of any additions or decreases within forty-eight (48) hours after they take place.

In the laying off and hiring of employees, plant wide seniority shall be observed with due regard to length of service and ability. 244 P.11

In case any differences arise between the parties hereto as to the application of this clause, and it cannot be composed and adjusted between the Company and bargaining committee of the Union, then such differences shall be disposed of under Article IV covering Collective Bargaining.

Seniority as herein defined shall not apply until an employee shall have been in the employ of the Company for at least ninety (90) days, this service to be accumulated, and an aggregate though interrupted total

of 500 hours shall be considered equivalent to ninety (90) days continuous employment. An employee having less than ninety (90) days or 500 hours employment with the Company, as defined above, shall be deemed to be a temporary employee and entitled to no seniority rights, provided, however, that if any such temporary employee shall continue in the employment of the Company after the expiration of such ninety (90) day period, or upon the accumulation of 500 aggregate hours, as defined above, his seniority shall date from the date of his employment. There shall be no obligation on the part of the Company to re-employ a temporary employee who is discharged, laid off, or who resigns during such ninety (90) day period.

Seniority shall cease: (1) if an employee is discharged for just cause; (2) if an employee voluntarily quits his employment; (3) if after having been laid off an employee does not return to work within ten days after written notice at the address appearing on the Company's records, a copy of which notice shall be sent to the Union (this shall not apply to employees who by reason of illness or other good cause are unable to report for work and so advise the Company); and (4) if for any reason an employee has had twelve consecutive months of unemployment with the Company, or a period equal to one-half of his seniority, whichever is greater.

If for any of the above reasons seniority of an employee ceases the relationship of the Company as employer and such employee is likewise terminated.

In case of leaves of absence, seniority shall not cease. Requests for such leaves of absence and permission by the Company must be in writing.

## ARTICLE VII.

### Vacations

The Company agrees to give vacations with pay on the following basis: A vacation of one (1) week for those employees who have worked for the Company continuously for one (1) year or more prior to May 15, 1942. Absence from employment for good cause, not to exceed thirty (30) days, shall not be considered a break in continuous employment. All employees who have actually worked for the Company not less than the equivalent of five (5) full years of 250 working days each prior to May 15, 1942, shall receive two (2) weeks' vacation.

Vacation pay shall be paid in advance and shall be based on the average hourly earnings for a forty (40) hour week for the period ninety (90) days previous to May 1, 1942. Vacations will as far as practicable be granted at times most desired by employees in accordance with their seniority rights, but the final allotment of the vacation period is exclusively reserved to the Company in order to insure the proper and orderly operation of the plant. It is further understood and agreed that the employees who quit their jobs or who are discharged are not entitled to any vacation. It is further understood, and agreed by the parties hereto that due to the present war emergency, it may be necessary for some or all of the employees covered by this agreement to forego their vacations. Such necessity, in case it arises, shall be discussed by the management of the Company and Union representatives. In such case, however, they shall receive their vacation pay in the same manner as if they were taking their vacations. The determination of whether an employee or employees shall

forego their vacation shall be made by the management in accordance with the conditions brought about by the emergency and the Company's production.

## ARTICLE VIII.

### Wages

The minimum hiring rate for all male employees shall be sixty (60c) cents an hour, and for all female employees shall be forty-eight (48c) cents an hour, and after thirty (30) days such female employees shall receive a two and one-half (2½c) cents an hour raise, after sixty (60) days a two and one-half (2½c) cents an hour raise, after six (6) months a two and one-half (2½c) cents an hour raise, and after one (1) year a two and one-half (2½c) cents an hour raise.

All employees covered by this agreement shall receive retroactively to July 6, 1942, a wage raise of five (5c) cents an hour.

The Company may at any time make upward adjustment of wages of individual employees and notify the Union of the same. The policy regarding speed of operations is that time studies shall be made on the basis of fairness and equity consistent with the quality of workmanship, efficiency of operation, and the reasonable working capacities of normal operators.

In case an employee has become unable to do his regular work he shall be given preference to whatever other work is available, if he is capable of performing said work, and his rate of pay shall be commensurate with his work.

## ARTICLE IX.

### Strikes and Lockouts

It is agreed between the parties that on the part of the Company there shall be no lockout, and on the part of the Union and

employees no slow down, stoppage, or strike until all peaceable means of reaching a mutually satisfactory decision on any and all problems have been tried as provided in this agreement.

## ARTICLE X.

### General

An employee desiring a leave of absence for a period in excess of one (1) calendar week shall be required to make written request for such leave of absence, outlining the reasons for such request, on forms provided by the Union. The granting of said leave of absence shall be by mutual consent of the Company and Union in triplicate form, a copy to be retained by the Company, the employee, and the Union.

The Company agrees to make promotions to management positions when the Company deems it necessary, and when such employee is demoted he or she will go back to his or her seniority as of the date of hiring.

It is understood that previous bonus payments made by the Company have been entirely voluntary and in no manner are to be considered as establishing a precedent or basis for any substantive rights on the part of the employees. It is further understood and agreed in this connection that if during the term of this agreement the Company should pay any voluntary bonus, said payment of said bonus likewise shall in no manner constitute the basis for any substantive rights on the part of the employees or create any precedent thereafter.

The Company agrees to allow the Union the use of a bulletin board in the plant provided the Company shall have the right to refuse to permit any bulletin posted which it considers detrimental to the Company or the Union.

## ARTICLE XI. Military Service

Any employee who is called or volunteers, for active service in the armed forces, or any division of the governmental war service of the United States of America, shall be given a leave of absence for the period of such service and shall continue to accumulate seniority for such period, and at the termination of such service shall be re-employed if work is available, provided he has not been dishonorably discharged, at the current rate for such work; and it is further provided that he must report for work within forty (40) days after the date of his discharge from such service. Consideration of the physical condition of the employee as to the nature of employment must be given, but only insofar as such condition has been brought about during such military service.

In the event there is a labor controversy at the place of employment which is pending or current within the 40-day period required for application for re-employment, the time within which application for reinstatement must be made shall be extended to a date at least thirty (30) days from the date of adjustment or settlement of such controversy.

No employee shall be required to accept employment or shall lose any rights hereunder or assured by law by virtue of his failure or refusal to accept employment while a labor controversy is pending or current at the place of employment.

All employees who are hired to replace employees who enter into service of the government or who are transferred or promoted to fill the jobs left vacant, shall have temporary status only insofar as such position is concerned, until such time as the

absent employee has lost his rights to reinstatement under this contract and under law.

This agreement shall go into effect August 14th, 1942, and shall continue in effect (unless amended by mutual consent) until August 14th, 1943, and shall continue from year to year thereafter unless notice is given by either party at least thirty (30) days prior to August 14th in any year thereafter.

**AUTOMATIC PRODUCTS COMPANY**

**TOM JOHNSON, President**

**D. U. VALLU, Vice President**

**INTERNATIONAL UNION, UNITED  
AUTOMOBILE WORKERS OF AMERICA,**  
affiliated with the American Federation of  
Labor, Local 736.

**LEONARD FETTER,**

**JOS. L. GEBHART,**

**CARL W. GRIEPENTROG,**

**Intl. Representative**

**HARRISON J. HOLT,**

**M. GENEVIEVE MARVIN**



74

**AGREEMENT**

between the

**GENERAL ELECTRIC  
X-RAY CORPORATION**

and

**INTERNATIONAL  
ASSOCIATION OF MACHINISTS**

**Local 1696**



**AGREEMENT**

**between the**

**GENERAL ELECTRIC  
X-RAY CORPORATION**

**and**

**INTERNATIONAL  
ASSOCIATION OF MACHINISTS**

**Local 1696**

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## **AGREEMENT**

This agreement entered into this 20th day of September, 1943, by and between General Electric X-Ray Corporation, 2012 Jackson Boulevard, Chicago, Illinois, hereinafter referred to as the "Company", and the Ray-Point Local No. 1696 of the International Association of Machinists, District No. 8 of Chicago, Illinois, and vicinity, hereinafter referred to as the "Union".

### **SECTION I—REPRESENTATION**

(a) The Company recognizes the Union as the sole and exclusive bargaining agency for all of its employees in the Chicago plant, excluding office employees, time keepers, planning clerks, foremen clerks, tool and diemakers, foremen, assistant foremen, guards and watchmen; stock-room, shipping and receiving room employees performing purely clerical duties.

(b) All employees who fifteen (15) days after September 20, 1943, are members of the Union in good standing in accordance with the Constitution and By-Laws of the Union and all employees who thereafter become members shall as a condition of employment remain members of the Union in good standing for the duration of this contract. The Company agrees that it will not coerce, intimidate, or discriminate against any employee because of his affiliation with the Union. Any employee may withdraw from the Union between September 20 and Oc-

tober 5 of each year beginning September 20, 1944, by giving written notice to the Union. If any employee asserts that he withdrew from membership in the Union within the period stated above and if any dispute arises as to whether the employee is or whether he is not a member of the Union in good standing, the question as to withdrawal or good standing, as the case may be, shall be subject to the grievance procedure as stated in Section VI of this agreement.

(c) The Union agrees that neither it nor any of its officers or members will intimidate or coerce employees into membership in the Union. If any dispute arises (as to whether an employee affected by this clause has been deprived of good standing in any way contrary to the constitution and by-laws of the Union), the dispute shall be regarded as a grievance and submitted to the grievance machinery, and, if necessary, to the final determination of an arbitrator appointed by the National War Labor Board.

## **SECTION II—HOURS & OVERTIME NIGHT PREMIUM**

(a) Eight consecutive hours shall constitute a day's work, except for lunch period.

(b) Five consecutive days, Monday to Friday, both inclusive, shall constitute a week's work.

(c) Time and one-half shall be paid for all

work performed in excess of eight hours in any one day and for all hours worked in excess of forty hours in any one week, providing, however, that daily and weekly overtime shall not be paid for the same hours worked.

(d) Time and one-half shall be paid for work performed between midnight of the beginning and midnight of the close of the following legal holidays: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. If any of the foregoing holidays should fall on Sunday, the day observed by the state and nation or by proclamation shall be observed as such.

(e) Double time shall be paid for all work performed on the seventh consecutive day in a regularly scheduled work week.

(f) The starting time for all shifts shall remain as now in effect provided, however, that the Company may, in its discretion, change the starting time for any shift after taking the matter up with the Union shop committee.

(g) A premium of 10% shall be paid in addition to the regular earnings to all employees working in scheduled shifts which start before 6:00 a.m. or end after 8:00 p.m.

(h) It is agreed to review Paragraphs c, d, and e, of this section if and when Executive Order No. 9240 is modified or terminated.

### **SECTION III—WAGES & CLASSIFICATIONS**

(a) The wage rates and classification of employees covered by this agreement are set forth

in Schedules "A" and "B" attached hereto and shall become a part of this agreement.

(Also clauses pertaining to wages.)

#### SECTION IV—FEMALE EMPLOYEES

(a) Where the word "he" or any other pronoun of the male gender is used in this agreement, it shall be understood as applying to both male and female employees.

(b) Women performing work which was formerly performed in the company's plant by men or where men and women are used interchangeably and who are presently doing work approximately equal in quantity and quality shall receive the same rate of pay for such class of work as is being paid to the men. When male employees are temporarily placed on jobs regularly performed by women and such male employees are paid at their regular rates of pay, such jobs will not be considered as men's jobs when women are thereafter returned to work thereon. Where a job is broken down materially and women perform work similar to work performed by other women in the plant, they shall receive a comparable rate.

#### SECTION V—WORKING RULES

(a) The direction of the working force including the right to hire, suspend, promote, transfer, discharge, or relieve employees from duty

because of lack of work or any other legitimate reasons, the right to introduce new and improved methods and to adopt shop rules are vested exclusively with the management of the company, provided that this will not be used for the purpose of discrimination against an employee because of membership in the union; and provided further that no shop rule adopted shall violate the terms and conditions of this agreement.

(b) Except for reasons beyond the control of the management, employees required to report for work shall be guaranteed at least four (4) hours work, or pay therefor, provided such employees shall perform such work as is available and as directed. Employees will be considered as required to report for work on regular work schedule days, unless posted or individual notices are given the previous day.

(c) If employees are called to work from their homes in cases of emergency, outside regular scheduled hours, they shall be guaranteed at least three (3) hours pay at overtime rates.

(d) Reasonable time lost by members of the shop committee in meetings with management on grievances shall be paid for by the Company at the base hourly rates of pay of such employees. The maximum shop committee shall not exceed five (5) Union members.

(e) For the purpose of giving notice to its members, the Union shall have the right to have notices posted on the regular bulletin boards

of the company at the factory entrances provided such notices be submitted to the Personnel Manager for approval, and provided further that such notices be restricted to notices of meetings of the Union, notices of elections, notices of appointments to office, and notices of results of its elections.

(f) The Management and the Union will cooperate to promote health and safety in the plant.

(g) Employees may, upon not less than two weeks written request, be granted leave of absence not to exceed ninety (90) days; provided, however, that no employee shall engage in gainful occupation while on such leave and provided that such action shall not prejudice the Company.

## SECTION VI—GRIEVANCES

(a) It is understood that all grievances will be handled as quickly and expeditiously as possible. Complaints of members of the Union arising hereunder shall be adjusted in the following manner:

First, between the employee concerned and his foreman or between the employee and the departmental steward with the foreman.

Second, between members of the shop committee and the superintendent except in the experimental department and the inspection departments where the complaint will be taken up with the chief designer or chief inspector respectively.

Third, the complaint shall be reduced to writing, signed by the aggrieved employee, and submitted to the Personnel Manager who will arrange for a meeting between the shop committee and the Factory Manager within two working days after receipt of the complaint. If no agreement is reached in three working days, it shall take the next step. If an agreement is reached, it shall be binding upon all parties.

Fourth, between the President of the Company and representatives of the Union, to-wit, District No. 8, International Association of Machinists, of Chicago and vicinity. If an agreement is reached by them, it shall be binding upon all parties.

Provided, however, that any individual employee shall have the right at any time to present grievances to the Company in accordance with the provisions of Section 9 (a) of the National Labor Relations Act.

(b) There shall be no strike, suspension of work, or slow down by the members of the Union, or lock-out by the Company because of any grievance or complaint arising under the terms of this agreement while such matters are still under investigation or discussion.

(c) The Union shall provide the Company with a list of stewards and committeemen. The Company will recognize these stewards or committeemen in the hearing of complaints or grievances.

(d) Cases of employees claiming to have been

improperly discharged shall come within the provisions of this section and shall be decided in accordance herewith. Complaints thereof in writing shall be filed with the Personnel Manager within two working days of the date of discharge. Employees found to have been improperly discharged and reinstated shall be paid for time lost with full continuity of service restored.

## **SECTION VII—MILITARY SERVICE**

(a) Employees called for service and those who have voluntarily enlisted subsequent to May 1, 1940, will be granted a leave of absence for the period of their military service plus a period not exceeding 40 days which the law allows for reemployment application. This leave will be computed from the date the employee enters service and will expire 40 days after such service is terminated, or upon reemployment within such period.

(b) Upon the expiration of the period of such training and service, such employees will be restored to their former positions or to positions of like seniority, status, and pay unless the circumstances have so changed as to make it impossible or unreasonable to do so, provided:

1. The employee shall have received an honorable discharge or a certificate of satisfactory completion of military training or service; and,

2. Is still qualified to perform the duties of such position; and,
3. Makes application for employment within forty (40) days after he is released from such training or service; unless he is unable to do so because of illness, in which case he will be granted continuity if he applies within three months after completing such training or services.

(c) Employees returning to the Company's employ within the prescribed period will receive full credit for this period of absence in their service records.

(d) Employees who return from military service and who may be unable to handle their regular work to advantage will be given preference to such work as they may be able to perform.

## **SECTION VIII—VACATIONS**

(a) Vacations with pay allowance shall be granted to employees on the following basis: One week (40 hours) after completion of one year of continuous service; two weeks (80 hours) after completion of five years of continuous service. When an employee completes one or five years of service within two weeks of the end of the calendar year, he is entitled to the remaining days within the calendar year up to a maximum of one or two weeks respectively.

(b) No vacation pay allowance shall be made to any employee when leaving the employ of the Company except as qualified in Paragraph (a) of this section.

(c) Employees not registered on the payroll are not entitled to a vacation. If such employees are re-engaged with continuity of service, they must work a period of six months (or a period equivalent to their absence if less than six months) before receiving the vacation for which they otherwise would have been eligible.

(d) It will not be permissible to postpone vacations from one year to another, or to omit vacations and draw vacation pay allowance in lieu thereof.

(e) If an employee is discharged, laid off for lack of work, or enlists or is inducted into military service at any time during the year, after having worked six months or more following his vacation period in the previous year, he will be granted a vacation pay allowance pro rata time worked in accordance with the following schedule:

If he has worked after the vacation period of the previous year—

Less than six months.....	No allowance
6 months but less than 7.....	6/12 of vacation allowance
7 months but less than 8.....	7/12 of vacation allowance
8 months but less than 9.....	8/12 of vacation allowance
9 months but less than 10.....	10/12 of vacation allowance
10 months or more.....	Full allowance

(f) Holidays of any kind occurring during the vacation will be counted part of the vacation time.

(g) The vacation season will be from June 1 to December 31. The management reserves the right to schedule vacations to conform to business requirements. It also reserves the right to shut down the factory as a whole at any time and schedule vacations during such shutdown. Those employees whose term of one or five years of continuous service is completed after the shut-down period will receive their vacation pay allowance upon completion of the required service, and if they were absent during the time of shut-down they will not be required to take additional time off.

(h) A vacation pay allowance will be determined by multiplying the average hourly earnings (exclusive of overtime) by 40 or 80 hours as the case may be. The average hourly rate will include the base rate plus the average hourly bonus which will be obtained by dividing the aggregate bonus earnings for the preceding four week period by the number of hours worked during that period. Night shift bonus for employees whose regular schedules are those shifts will be included in calculating average hourly earnings.

(i) Vacation pay may be drawn in advance on day preceding the employee's vacation.

## SECTION IX—SENIORITY

(a) In the case of a marked business depression or lack of work, every effort consistent with the sound running of the business shall be made to shorten work hours, rather than to drastically reduce to below normal the force employed. It is understood and agreed that in all cases of increase or decrease of the force, ability, experience, and skill being relatively equal, length of service shall be the governing factor.

(b) An employee shall lose his seniority for the following reasons only:

1. If he quits.
2. If he has been discharged for just cause.
3. If after lay-off he shall fail to report to work within five days of notification (notice to be sent by registered mail to the employee's address appearing on the company's records) to return to work, provided, however, that no employee shall lose his seniority if failure to report is caused by sickness, accident, or other good cause.
4. If he is absent for three work days while regularly employed without notifying the Company. This time may be extended for good cause shown.
5. If he has been absent from the Company's employ for a period of eighteen months, except in the case an employee has been injured in the course of his work.

(c) New employees shall be considered as probationary for a period of ninety (90) days. Upon the expiration of the probationary period or at any time prior thereto, the Company shall have sole discretion in determining whether or not any new employee shall be continued in employment after the probationary period has expired. If such probationary employees are retained after the probationary period, their seniority shall date back to their original hiring date. If continuous absence does not exceed two weeks, employees will receive credit for time absent, but if it exceeds two weeks the entire absence will be deducted.

## **SECTION X**

This agreement shall be in full force and effect for one year from the date of the execution hereof and from year to year thereafter unless written notice of a desire to modify or terminate the same shall be given by either party to the other at least thirty days prior to such termination date. If such notice is for a modification of this agreement, then negotiations therefor shall commence within fifteen days of the receipt of such notice at such place as may be mutually agreed upon.

All notifications shall be by registered mail.

**Lodge 1696 of the International Association of Machinists, District 8.**

**By—**

**Gilbert Brunner**

*International Representative*

**Iva Lee Nall**

**Byron Williams**

**Frank Fenrich**

**William Cypcar**

**Ewald H. Lense**

**James Sinclair**

*Business Agent, District 8*

**General Electric X-Ray Corporation**

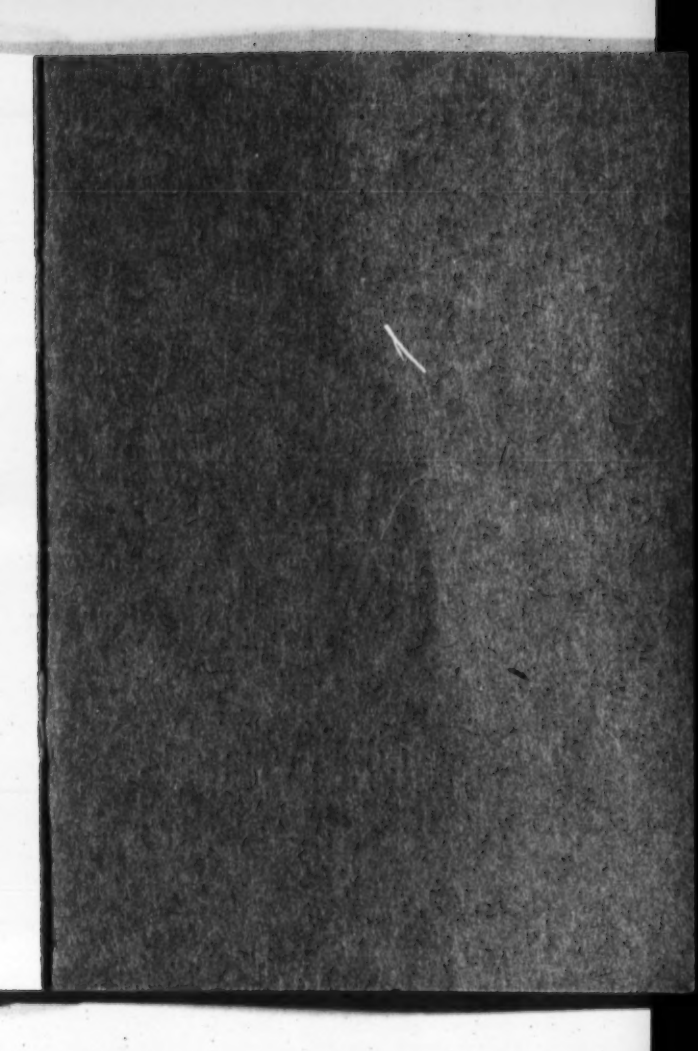
**By—**

**J. H. Clough**

*President*

**R. L. Frederick**

*Assistant Secretary*





28  
**RULES, UNION CONTRACT, AND**  
**GROUP INSURANCE PLAN**

for

**CHICAGO TELEPHONE  
SUPPLY COMPANY**

and

**U. A. W. - C. I. O.**  
**Local No. 941**

**ELKHART, INDIANA**

**Telephones — 1204, 1205, 1206**



## P R E F A C E

### TO OUR EMPLOYEES:

So that every employee may know what is expected of him or her by the Company, the following set of rules has been prepared. They have been made as brief as possible; the reason for each rule will quickly be apparent to every thinking person.

These rules add up to a code of conduct that assures utmost efficiency in our vitally important task of producing materials to help win the war. That is why the management asks every employee to study the rules carefully, and to comply with them faithfully.

Also included in this booklet, you will find the Agreement between the Chicago Telephone Supply Company and your Union.

On November 30, 1942, a complete plan of Group Insurance was made available to all employees. This plan was chosen after thorough investigation on the part of an employee committee. The Chicago Telephone Supply Company is happy to cooperate in making this plan available to all employees, and so that the exceptionally low premium cost may obtain, the Chicago Telephone Supply Company contributes substantially to the overall cost of this protection.

To you new employees, we say "Welcome", and we hope you will find a real opportunity for yourself in our Organization. To old employees, we wish you continued success and happiness in your work.

Very truly yours,

CHICAGO TELEPHONE SUPPLY CO.

F. C. Best, President

## **FACTORY RULES AND REGULATIONS**

**Chicago Telephone Supply Company  
West Beardsley Ave., Elkhart, Indiana**

1. All persons upon securing employment will accept the following rules as binding. These rules are not presented to work a hardship upon the employees, rather, they have been established to safeguard the employees' interests and to create, through knowledge, a mutual understanding between the Company and the employees and between the employees themselves.

2. Upon employment, each employee will be assigned a time clock number. All employees must punch the clock coming in to work and going out from work. Be sure your Foreman or Group Leader instructs you in the proper way to punch your time card. Only time shown on the card will be paid for. If you punch in late, you will be paid for the nearest quarter hour after the time your card shows.

3. Employees must not punch or make entries on any other time cards than their own.

4. In accordance with Government regulations, upon employment, each employee must be fingerprinted and photographed.

5. As required by Government regulations, each employee will be furnished with a badge, which must be worn in plain sight at all times, and an identification card, both of which must be shown to the watchman when entering the plant.

6. Employees who lose or mutilate their badges shall be furnished with a new one and a charge of \$1.00 made which will be deducted from their next payroll check. Damaged badges which were spoiled from causes over which the employee had no control will be replaced free of charge.

7. Government regulations prohibit an employee from loaning or allowing his badge or identification card to be used by any person other than himself.

8. All employees must be at their benches or machines ready to work at opening hour and must work until quitting horn is sounded in the forenoon, and until closing horn sounds at night. To enable employees to be at their benches and machines at opening hours, a warning horn will be sounded two minutes before starting time, both morning and afternoon.

9. Employees will be expected to work necessary overtime upon request of foreman, unless a reasonable excuse can be given.

Employee shall be notified that he is required to work overtime before twelve o'clock noon and whenever possible the employees are to be notified forty hours in advance for work on Saturdays, Sundays, and holidays. Also departmental steward must be notified.

10. If unable to report to work for any reason, notify your Foreman or Company not later than one hour after your shift starts, or sooner if possible. The telephone numbers are Elkhart 1204, 1205, or 1206.

11. Please sign and place your address and your telephone number, or nearest neighbor's telephone number on your new time card the day you start each pay period. Your cooperation in keeping this record up-to-date will enable the Company to reach you promptly, avoiding delay in case of emergency.

12. The rest rooms are provided for your comfort and convenience. Do not draw pictures or write on the walls or otherwise deface or mutilate Company property.

Do not hang pictures or other reading

matter around your bench. All written notices will be posted on the bulletin boards at each department.

13. Ask your Foreman or Group Leader about the First Aid Station in your plant. Do not attempt to treat an injury yourself at any time. Any cut or burn, no matter how slight, should be reported to your Foreman or Group Leader and should be treated at the First Aid Room. This is for your own protection and helps prevent infections.

14. Obscene language, indecent literature or pictures are strictly forbidden. This applies to ALL employees. There are a great number of employees in these plants and we do not wish to subject them to any embarrassment. If not carefully watched, improper language can become habitual so we ask each employee to please respect this rule.

15. No gambling or intoxicating liquors in any form will be permitted at any time on Company property. No employee who is intoxicated or suffering from previous intoxication will be allowed on Company property.

16. Running on the premises will not be tolerated.

17. Employees taking packages out of the plant must first secure a permit from their Foreman, and a permit must be given to the watchman at the door when leaving the building. Watchmen will be authorized to have employees open dinner pails and lunch boxes and packages at their discretion whether entering or leaving.

18. No subscription shall be taken for the benefit of any society, church, person, or any purpose whatsoever, without the approval of the Bargaining Committee and the Company.

19. Any person may be penalized for the following reasons:

Falsification of their employment applications.

Theft.

Drunkenness on Company property.

Incompetency.

Inefficiency.

Any criminal act.

Sabotage.

Insubordination.

20. Those people on night shifts must stay out of the department until five minutes before starting time. Do not come into the plant with a lighted cigarette or pipe. If you wish to smoke before starting to work, please do so outside the plant or in designated places. All other smoking rules herein contained also apply to people on night shifts.

21. Employees must be willing to take a physical examination at any time it may seem necessary. This examination will be at the Company's expense.

22. Employees will not be called to the telephone during working hours. The Personnel Department will take messages in especially urgent cases.

23. Willful waste of material shall be considered a violation of rules. Each employee must take care to conserve material and prevent unnecessary loss.

24. To determine the quality of workmanship required on all operations is the sole responsibility of the Company.

25. An employee whose work has been rejected shall have his rejected work called to his attention and shall be informed of the reasons for its rejection in the presence of his steward. Any employee may be penalized for repeatedly making rejected work.

26. The products to be manufactured, the location of departments, the schedule of production, the methods, processes, and means of manufacturing are solely and exclusively the responsibility of the Company.

27. Employees shall not visit any other department during working hours, except in the course of their work, without permission from their Foreman.

28. The Stewards and members of the Bargaining Committee shall observe Factory Rules and Regulations in regard to entering or leaving the plant or departments. Should their Union activities require them to leave the plant or their departments, they must notify their Foreman of the reason for same, and must report to the Foreman of the department they visit, upon their arrival, unless the Foreman is absent.

29. Employees must give a fair day's work and your Foreman will welcome and give you credit for suggestions for any improvements. Your suggestions are earnestly solicited in conserving materials, time, and supplies and in fact any improvement which will be to our mutual advantage and thus make C. T. S. a more desirable place to work.

THE MANAGEMENT  
C. I. O.

# CHICAGO TELEPHONE SUPPLY COMPANY CONTRACT

## PREAMBLE

This agreement entered into this 24th day of November, 1942, by and between the Chicago Telephone Supply Company, hereinafter referred to as the Company, and the International Union, United Automobile, Aircraft, and Agricultural Implement Workers of America, affiliated with the Congress of Industrial Organization, Local No. 941, hereinafter referred to as the Union.

## RECOGNITION

### Article I

Section 1. The Company hereby recognizes Local 941, International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, affiliated with the C. I. O., as the exclusive bargaining agency of all the Company's employees, except Superintendents, Foremen, Confidential Clerks, and Office employees, and those that are excluded in the National Labor Board's certification and men empowered to hire and discharge, for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other conditions of employment with respect to all dismissals and discrimination, and for the purpose of adjusting any grievances or complaints which may exist now or may arise in the future.

Section 2. The Company will not interfere with the right of its employees to become members of the Union. Neither the Company nor any of its agents will exercise discrimination, interference, restraint, or coercion against any representative of the Union because of such representation.

## **GRIEVANCES**

### **Article II**

Section 1. The Company further agrees to meet the representatives of the Union for the purpose of settling grievances at such time as grievances may arise, also to meet with the Bargaining Committee at least once a week.

Section 2. The Company recognizes the following procedure for the handling of complaints and grievances:

A. Any employee of the Company having a grievance must first go to his elected or appointed steward who will contact the foreman and attempt a settlement. If no settlement can be reached at this point, the steward will then refer the grievance to the Union shop Chief Steward who will negotiate the matter with the management of the Company.

B. The grievance committee and the Company shall have the right to call as a witness any employee of the Company to testify as to facts concerning any disputes during the hearing of a grievance or complaint, to verify justification of grievance of either the Company or the Union.

C. The Union may, at its option, represent any employee from the first day of employment in the matter of grievance or discharge of said employee.

D. It is hereby agreed in the case of failure of the Company and Union to agree on the settlement of grievance or controversy that either party may call on the International Union or the United States Department of Labor, for a hearing to determine their findings and recommendations.

Section 3. The Company agrees to notify the steward and president of the Bargaining Committee when an employee is penal-

ized, suspended, or discharged, and to give cause in writing. The Company further agrees to negotiate the cause if the Committee thinks it is necessary.

Section 4. Should a difference arise between the Company and employee or employees of the Company as to the meaning or application of any of the provisions of this agreement, or should any local trouble of any kind arise in the plant, there shall be no suspension of work on account of such difference until the grievance procedure provided herein has been exhausted in an honest effort to settle such differences. The grievance procedure shall be as follows:

A. Between the foreman, steward and employee which the grievance involves.

B. Between employee, steward, chief steward and foreman, in which case all grievances must be in writing on a standard form furnished by the Union.

C. Between the Superintendent and the Grievance Committee.

D. Between the Management of the Company and the Bargaining Committee of the Union and representatives of the International Union or Local Union. The Company agrees to give their final decision on any appealed grievances by the Bargaining Committee within a period of five (5) days.

## SENIORITY

### Article III

Section 1. Plant seniority shall be observed and determined by the original hiring date of each employee.

First: To each department or within each department.

Second: To plant.

Section 2. Employees called for work shall report at the time specified in the notice. If satisfactory reason is given within seven (7) days from the date of said notice, failure to report for work at the time specified shall not result in loss of seniority.

A. Evidence of notice shall be conclusive when given by Registered U. S. Mail (return receipt requested) addressed to the employee's residence last shown on the employment records.

B. In case of a temporary lay-off, before any employee exercises his or her seniority, he or she must be laid off seven (7) consecutive days.

Section 3. Seniority shall be lost for the following reasons:

A. Voluntarily quit.

B. Discharge for cause. Cause agreed upon by Company and Bargaining Committee.

C. Failure to report within seven (7) days from date of due notice, provided, however, no employee shall lose his or her seniority for failure to report for work when called if such failure is caused by sickness or accident.

D. Any individual in the armed forces must report for work within six (6) months from time of discharge or seniority automatically expires.

Section 4. Members of the Bargaining Committee must be employees of the Chicago Telephone Supply Company.

Section 5. All members of the Bargaining Committee, including the President and Vice-President, shall head the seniority list during their term of office but shall be returned to their original seniority standing upon termination of their service on said committee. This seniority applies to lay-off and recall only.

Section 6. The President, Vice-President, and all of the Bargaining Committee and the Grievance Committee shall work the shift that the majority of the employees work.

Section 7. The departmental and plant seniority list will be kept accurate at all times and will be posted in each department, for the department.

Section 8. The Bargaining Committee will provide the Management with an up-to-date list of committees, officers, and stewards.

Section 9. No employee will be transferred from one classification or department to another without his consent. In disputed cases, the department steward and the President of the Union must be notified at least five (5) hours prior to any transfer, lay-off, or discharge. Discharge must be in writing.

Section 10. Plant seniority rules apply only to the lay-off and recall of employees.

Section 11. Departmental seniority, job classification, and qualifications shall prevail in preference of shifts and promotions.

Section 12. Qualifications and ability of employee to do a job will be determined by the Management and Bargaining Committee.

Section 13. New employees shall be regarded as temporary for the first 120 days of their employment. After 120 days of accumulated employment the names of such employees shall be placed on the seniority list. Temporary employees shall be first laid off when work is slack.

Section 14. Each member of the Bargaining Committee and Grievance Committee will be given a complete seniority list. This seniority list is to be corrected by the Company every three (3) months.

## **BUMPING PROCEDURE**

### **Article IV**

In case of a lay-off, the individuals in a particular job classification with the least plant seniority will be laid off first in the department and may then bump into jobs where plant seniority permits, provided they can qualify within two days.

## **HOURS AND OVERTIME**

### **Article V**

Section 1. The work week shall start Monday and extend through Friday.

Section 2. Eight hours shall constitute a working day and forty hours shall constitute a working week.

Section 3. The Company agrees to pay one and one-half ( $1\frac{1}{2}$ ) the regular hourly rate for all overtime hours worked in excess of the regularly designated work day or work week.

Section 4. The Company will pay time and one-half ( $1\frac{1}{2}$ ) for all hours worked on Saturday.

Section 5. The Company will pay double the regular rate for all hours worked on

Sundays and all legal holidays including New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Armistice Day, and Christmas Day.

Section 6. All work done on the second and third shifts shall be paid \$.10 per hour in addition to the regular rate of pay.

**Held for Approval  
War Labor Board.**

*Approved - 8/24/43*

Section 7. None of the foregoing provisions as to overtime or overtime pay shall apply to firemen or watchmen except that they shall be paid one and one-half ( $1\frac{1}{2}$ ) times their regular rate for work performed in excess of their normal forty hours and double time for all legal holidays.

Section 8. Based on an eight-hour day and a forty-hour week the regular working hours shall be:

A. First shift hours shall be from 7:00 A.M. until 12:00 noon and from 1:00 P.M. until 4:00 P.M.

B. Second shift hours shall be from 4:00 P.M. until 8:00 P.M. and from 8:30 P.M. until 12:30 A.M.

Section 9. The work forces shall not be reduced until it becomes necessary to work less than 32 hours per week in the department.

Section 10. The work force shall not be increased until it becomes necessary to work more than 40 hours per week in the department.

Section 11. A lay-off and bumping procedure shall apply to any individual or individuals whose job expires or runs out indefinitely.

WAGES  
Article VI

554 +  
704 rates  
not  
approved

Section 1. The minimum hiring rate for male employees shall be ~~\$ .70~~ per hour.

Held for Approval  
War Labor Board.

Section 2. The minimum hiring rate for female employees shall be ~~\$ .50~~ per hour.

Section 3. The wage rates for productive and non-productive employees shall be as specified in the rider which is attached to and becomes a part of this contract.

Section 4. Like work shall receive like pay.

Section 5. When employees are requested to report for work or have not been told in advance that there would be no work, they shall be given a minimum of three (3) hours at the classification rate for the work performed. Not in case of emergency.

Section 6. The Company agrees that there will not be any wage cuts during the life of this agreement unless agreed upon by the Bargaining Committee and the Company.

Section 7. The Company will pay the regular earnings for all time spent by negotiating committees in the adjusting of complaints or grievances or negotiating on a contract, except a new contract.

VACATIONS  
Article VII

Section 1. All employees on the payroll from one (1) to five (5) years, inclusive, shall receive one (1) week's vacation with pay.

Held for Approval  
War Labor Board.

Section 2. All employees on the

payroll over five (5) years shall receive two (2) weeks' vacation with pay.

Section 3. Vacation pay shall be calculated on a forty-hour (40) week basis at employee's established day rate.

Section 4. All vacations shall be computed to the end of the fiscal year, June 30.

Section 5. The Company agrees to allot these vacations during the months of June, July, August, and September. Employees who wish to take their vacations at times other than the vacation period shall present their request to the Bargaining Committee.

Section 6. All vacations must be arranged in advance with the foreman so that production will not be affected.

Section 7. Any employee who is entitled to a vacation period must take said vacation in order to receive any payments.

Section 8. Vacation payments shall be made to employees on the pay day immediately preceding the vacation period.

Section 9. Any deviation from the above Section 1-9, inclusive, will be mutually agreed upon by the Company and the Bargaining Committee.

## **LEAVE OF ABSENCE**

### **Article VIII**

Section 1. Any employee drafted under the Selective Service Act or who volunteers for any type of military service when the United States is at war, either declared or in fact, or any employee in the employ of the Government or any of its divisions at time of war or national stress, shall accumulate seniority in the plant according to all such time spent in Government service.

Section 2. Any employee drafted under the Selective Service Act or who volunteers for any type of military service when the

United States is at war, either declared or in fact, or any employee in the employ of the Government or any of its divisions at time of war or national stress shall be paid all vacation benefits which are due him.

### Section 3.

A. Upon application, leave of absence shall be granted to employees upon the discretion of the Company and the Union. Such leave not to exceed six (6) months with one six (6) months' extension privilege. During such leave of absence, seniority is not accumulated.

B. Employees elected or selected to perform Union duties and employees elected or selected to Public Office in either the City of Elkhart, Elkhart County, the State of Indiana, or in the U. S. Legislature or any type of Public Work for the Federal Government or any division or subdivision of any of these bodies, shall be granted leave of absence until such service shall end.

C. All time spent as of Section B, shall be as accumulative service.

D. Every leave of absence shall be made a matter of record and the regular leave of absence form shall be made out in triplicate, the original to be retained by the employee, the duplicate by the Employment Department, and the triplicate by the Bargaining Committee.

## GENERAL

### Article IX

Section 1. Any employee retained by the Company more than 30 days from the date of signing of this agreement must at the expiration of said thirty (30) days become a member of Local No. 941, U.A.A.I.A.-C.I.O.

Section 2. The Company agrees to collect all dues of the Union, assessments, fines or

penalties which might be assessed a member of the Union, provided he has worked forty (40) hours or more in each calendar month and has sufficient pay due him to cover such dues or fines. The above deduction shall be made on the first pay day in each month and the Company in turn shall tender a signed receipt with seal attached of local Union No. 941. It is understood that the financial secretary of the local union will present to the paymaster five (5) days prior to the payment of the above funds a list of names and amounts to be deducted. None of the above shall take precedence over any Federal or State Statute.

Section 3. This agreement supercedes any agreement made by the Company or any other parties, or both.

Section 4. Amendments to this contract may be added, from time to time by mutual consent. This agreement shall be in full force and shall be in effect for a period of one full year and shall automatically be renewed from year to year thereafter, unless either or both of the parties concerned shall give to the other 30 days' notice in writing prior to the expiration of the one year or any renewal. If either party does not intend to renew this contract, either or both parties shall give 30 days written notice.

Section 5. The Union may have the right to use bulletin boards for posting notices which shall be restricted to:

A. Notices of Union recreational and social affairs.

B. Notice of Union elections.

C. Notices of Union appointments and results of Union elections.

D. Notices of Union meetings and Union business.

## **CONCLUSION**

### **Article X**

Section 1. Nothing herein shall permit the Union or any of its members to assume that they have any authority to officiate in a managerial or supervisory capacity. Any member who violates the terms of this agreement shall be subject to disciplinary measures by the Union. If the Company violates any terms of this agreement, it shall be considered a gesture of bad faith on the part of the Company and subject to immediate correction through the established bargaining procedure.

#### **CHICAGO TELEPHONE SUPPLY CO.**

F. C. Best, President

A. M. Daily

B. S. Turner

#### **U.A.A.I.A.-C.I.O.**

Ronald Nelson, President

Keelin Leonard, Vice-President

Edward Behrens, Recording Sec'y

Lewis Gill, Financial Sec'y

Mary Hahn, Sergeant-at-Arms

Stella Behrens, Guide

#### **BARGAINING COMMITTEE**

Paul Temple

Carl Schmidt

Orval Kiser

Isabelle Sigsbee

Josephine Decker

#### **CHIEF STEWARDS**

Cecil Cripe, First Floor

Neil McMeekan, Second Floor

John Borosh, Anex, Plating Room  
Warehouse, Maintenance

\* \* \*

#### **SUPPLEMENTARY AGREEMENT A**

(1) In pursuance of the Executive Order of the President of the United States, No. 9240 of September 9, 1942, entitled "Regulations Relating to Overtime Wage Com-

pensation", as amended by Executive Order No. 9428 of September 17, 1942, IT IS AGREED:

(2) Effective October 1, 1942, the contract dated November 24, 1942, between Chicago Telephone Supply Company and U.A.A.A.I.A.-C.I.O. Local No. 941 is hereby modified to provide as follows:

(3) Until the termination of the war (by Armistice or otherwise), Saturdays and Sundays shall be treated as ordinary working days and time and one-half or double time shall not be paid for work on those days when they fall within the forty hour week.

(4) Time and one-half shall be paid for all work over 8 hours in any one day, for all work over 40 hours in any 7-day work week period, and for all work on the 6th day worked in any 7-day work week period; and double time shall be paid for all work on the 7th day worked in any 7-day work week period.

(5) Time and one-half shall be paid for work on the following holidays only: New Year's Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, and Memorial Day.

(6) The Company agrees that no employee will be laid off during the week for the purpose of avoiding overtime payment and the Union agrees that the employee will not receive time and one-half or double time, as the case may be, if he loses straight time for personal reasons during the regularly established work week, until such lost time has been made up.

(7) In the event a steward, committeeman, executive board member or an officer of the Union is called from his job during the day because of Union duties, the time so taken shall for the purpose of computing

overtime pay, be considered as time actually worked.

(8) The 7-day work week period shall start at 10:00 P.M. Sunday and end 168 hours thereafter, except in the case of the watchmen.

(9) In the event of the establishment of a swing shift schedule, the work week period shall start at the starting time of the employee's shift and end 168 hours thereafter. All other details concerning the establishment of such schedule shall be worked out jointly between the management and the Union.

(10) In the event of any change in the provisions of said Executive Order or Orders, or in the event of any interpretation or determination of the application thereof by the Secretary of Labor, which shall in any way affect the provisions of this Supplementary Agreement, the provisions of this Supplementary Agreement shall be subject to negotiation between the parties hereto.

\* \* \*

#### SUPPLEMENTARY AGREEMENT B /

Under the present war-time conditions with a man-power shortage, existing women shall have the right to bid on men's jobs, when so indicated on the bid posted, and hold such jobs wherever and as long as a man-power shortage exists. Under the above conditions women shall receive pay equal to that of men. In the case of a lay-off it is understood that a man-power shortage no longer exists, and women shall be laid off first and shall not have the right to bump any male operator, but must exercise their seniority rights to bump back into a female classification.

## GROUP INSURANCE PLAN TO OUR NEW EMPLOYEES:

You are now a part of this organization and as such, will be entitled to participate in the benefits of our Group Insurance Plan as soon as you have completed three months of continuous service with us. This Insurance Plan was instituted by, and for our employees in the sincere belief that such benefits at the exceptionally low cost were very desirable. The features of the Insurance Plan are briefly described in this letter.

### Plan of Insurance

Life Insurance	Accidental Death and Dismemberment Insurance	Accident and Sickness Weekly Benefit
<b>\$1,000</b>	<b>\$1,000</b>	<b>\$14.00</b>

### Maximum For Other Hospital Charges

Hospital Room and Board Daily Limit	Operating Room and Anesthesia	All Other Charges	Maximum Surgical Payment
<b>\$4.00</b>	<b>\$20.00</b>	<b>\$20.00</b>	<b>\$150.00</b>

Employee's Weekly Contribution—50c

### Life Insurance

Your insurance will be paid to any person you name as beneficiary if your death results from any cause, on or off the job, while you are employed by us.

If, before you reach age 60, you become

totally disabled so that you cannot work, your life insurance will be continued without cost to you, provided periodic proof of your continued disability is submitted as required.

If your employment terminates, you may convert your life insurance within the following 31 days to any Prudential policy without disability benefits, except Term Insurance. No medical examination will be required.

### **Accidental Death and Dismemberment Insurance**

The full amount of your insurance will be paid, in addition to your Life Insurance, to any person you name as beneficiary, if your death is caused by accident either on or off the job.

The full amount of your insurance will be paid to you for the accidental loss of both hands, both feet, the sight of both eyes, one hand and one foot, one hand and the sight of one eye, or one foot and the sight of one eye. One-half the amount of your insurance will be paid for the accidental loss of one hand, one foot, or the sight of one eye.

These benefits will not be paid for death or any loss caused by war, military or naval service, riot, suicide, inhaling gas, (except while on the job), disease of self-inflicted injury, or while you are participating in aviation, except as a fare-paying passenger on a scheduled flight of a regular incorporated air transport company. Death or any loss must occur within 90 days of the accident.

### **Accident and Sickness Benefits**

Your Weekly Benefit will be payable beginning the first day of disability due to an accident or the fourth day of disability due to sickness. Weekly payments will be made

as long as you are sick or injured, up to a maximum of 13 weeks for any one disability, except that payments are limited to 6 weeks for pregnancy.

There is no limit to the number of different times that you may receive these benefits, except that no one over age 60 may receive benefits during any twelve consecutive months for a total of more than thirteen weeks. Benefits will be paid for all disabilities requiring a doctor's care except those caused by injuries on the job, sickness for which Workmen's Compensation benefits are paid, or intentionally self-inflicted injuries.

We are authorized by The Prudential to pay these benefits each week from our office so that payments will be made without any delay.

### **Hospital Benefits**

When you are confined in a hospital for reasons other than pregnancy, you will be paid the amount charged by the hospital for room and board, up to the following maximum. The maximum payment for room and board during any one period of confinement is determined by multiplying the Room and Board Daily Limit by the number of days of confinement, but this payment may not exceed 31 times the Daily Limit.

You will also be paid the amount of hospital charges for operating room and anesthesia, up to 5 times the Daily Limit. In addition, you will be paid the amount of all other hospital charges during the confinement, up to the same limit.

### **Surgical Benefits**

When you have a surgical operation, other than obstetrical, you will be paid the

amount charged for the operation, up to the maximum specified in the attached Schedule of Operations. The payment for all operations during any one disability may not be more than the Maximum Surgical Payment.

### **Maternity and Obstetrical Benefits**

When a female employee is confined in a hospital because of pregnancy, the amount charged by the hospital for room, board, and all other services, will be paid, up to a maximum of 10 times the Room and Board Daily Limit.

If a female employee has an obstetrical operation, payment of the amount charged for the operation will be made, up to the maximum specified in the attached Schedule under the heading "Obstetrical."

These benefits are effective immediately for female employees becoming insured during the original enrollment. Female employees becoming insured thereafter will be required to be insured 9 months before these benefits will be available.

### **Other Hospital and Surgical Provisions**

Hospital Benefits are payable from the beginning of hospital confinement after you have been in the hospital for at least 18 consecutive hours, except that if the confinement is for surgery or for emergency care following an accident you need be in the hospital for only 6 consecutive hours. Confinement may be in any legally constituted hospital, but the expenses must be approved by your doctor.

No benefits are paid for any confinement or operation caused by injuries on the job

or sickness for which Workmen's Compensation benefits are paid.

### **General Provisions**

No medical examination will be required provided you enroll now.

If you complete the attached enrollment card at this time, you will automatically become insured in accordance with this plan on the day you complete three months of continuous service with us and payroll deductions for your part of the cost will begin at that time.

The Company will assume any cost in excess of your contributions, but the dividends, if any, will be divided equally between the employees and the Company.

The success of this Group Insurance plan depends upon the cooperation of our employees. We are confident that you will take advantage of the opportunity to obtain this valuable insurance protection at a cost lower than you could possibly secure as an individual. Please complete your enrollment card at once.

Yours very truly,

**CHICAGO TELEPHONE SUPPLY CO.**

## SCHEDULE OF OPERATIONS

(The schedule below shows the maximum amounts payable for various surgical and obstetrical procedures under the Prudential Group Surgical Expense Insurance Plan.)

Description of Operation	Maximum Payment
<b>ABDOMEN</b>	
Cutting into abdominal cavity for diagnosis or treatment of organs therein (unless otherwise specified in this schedule) -----	\$100.00
Two or more surgical procedures performed through the same abdominal incision will be considered as one operation.	
<b>AMPUTATION OF</b>	
Thigh -----	100.00
Leg, entire foot, arm, forearm or entire hand -----	50.00
Thumb, finger or toe (one or more phalanges) -----	10.00
<b>APPENDIX—See Abdomen</b>	
<b>BLOOD TRANSFUSIONS</b>	
(each, but not more than 6 for one underlying condition)	
Recipient of -----	25.00
<b>BREAST</b>	
Amputation -----	100.00
<b>CANCER—See Tumors</b>	
<b>CHEST</b>	
Complete thoracoplasty, or removal of portion of lung -----	150.00
Other cutting into thoracic cavity for diagnosis or treatment (tapping excepted) -----	40.00
Bronchoscopy for drainage, biopsy or removal of foreign body or obstruction -----	35.00
Initial induction of artificial pneumothorax -----	25.00

Description of Operation	Maximum Payment
<b>CHILDBIRTH—See Obstetrical</b>	
<b>DISLOCATION—Reduction of</b>	
Hip or knee joint (semilunar cartilage excepted) -----	35.00
Shoulder, elbow or ankle joint ----	25.00
Lower jaw or wrist joint -----	15.00
Collar bone or bones of hand or foot (except phalangeal joints) ---	10.00
For dislocations requiring an open operation the maximum amount payable will be twice the applicable amount shown above.	
<b>EXCISION OR FIXATION BY CUTTING</b>	
Shoulder, hip or sacroiliac joint --	100.00
Knee joint -----	75.00
Elbow, wrist or ankle joint -----	50.00
Diseased portion of bone, including curettage (alveolar processes excepted and amputations excepted) -	50.00
Exostosis—hand or foot -----	25.00
<b>EAR, NOSE AND THROAT</b>	
<b>Mastoidectomy:</b>	
One side -----	75.00
Both sides -----	100.00
Removal of tonsils, or tonsils and adenoids -----	25.00
Sinus operation by cutting (puncture of antrum excepted) -----	35.00
Puncture of antrum -----	5.00
Submucous resection of nasal septum -----	35.00
Tracheotomy -----	35.00
Removal of nasal polyps -----	5.00
Any other cutting operation, electro-coagulation and electrodesiccation included (tapping excepted)	10.00
<b>EYE</b>	
Removal of cataract -----	75.00

Description of Operation	Maximum Payment
Any cutting operation into the eyeball (through the cornea or sclera) -	50.00
Any cutting operation on eye muscles for strabismus -----	50.00
Removal of eyeball -----	35.00
Any other cutting operation on eyeball -----	20.00

#### FRACTURE—Treatment of

Thigh, leg, kneecap, upper arm, vertebra or vertebrae, or pelvis (coccyx and vertebral processes excepted) -----	50.00
Jaw (alveolar processes excepted), skull, collar bone, shoulder blade or forearm -----	25.00
Wrist, hand, ankle, foot or sternum	15.00
Thumb, fingers or toes, one or more	10.00
Nose, rib or ribs -----	10.00

The amounts shown above are for simple or multiple fractures.

For compound fractures the maximum amount payable will be one and one-half times the amount shown above for the corresponding simple or multiple fractures.

For fractures requiring open operations, the maximum amount payable will be twice the amount shown above for the corresponding simple or multiple fractures.

#### GENITO-URINARY TRACT

Removal of kidney -----	150.00
Cutting into or fixation of kidney -	100.00
Removal of tumors or stones in kidney, ureter or bladder:	
By open operation -----	100.00
By crushing, electrocauterization, or endoscopic means -----	25.00

Description of Operation	Maximum Payment
<b>Stricture or urethra:</b>	
Open operation -----	50.00
Intra-urethral cutting operation --	25.00
Removal of entire prostate by open operation (complete procedure) --	150.00
<b>Removal of part of prostate:</b>	
By endoscopic means -----	40.00
By other cutting operation -----	75.00
Circumcision -----	15.00
Varicoules, cutting operation on ----	25.00
Hydrocele, excision, or incision and treatment of sac (tapping excepted) -----	25.00
Orchidectomy or epididymectomy --	35.00
Complete removal of uterus, tubes, and ovaries -----	150.00
<b>Other operations of uterus and its appendages:</b>	
Cutting operations with abdominal approach -----	100.00
Cutting operations without abdominal approach (unless otherwise specified in the schedule) ---	50.00
Dilatation and curettage (non-puerperal) -----	25.00
Conization (complete procedure) --	25.00
Electrocauterization -----	10.00
Removal of polyps -----	5.00

## GOITRE

Thyroidectomy (complete procedure, including ligation of thyroid arteries, to be treated as one operation) -----	150.00
<b>Ligation of thyroid arteries not followed by thyroidectomy:</b>	
One or more at one operation ---	50.00
Two or more stage operation ---	75.00
(Complete procedure to be treated as one operation)	

Description of Operation	Maximum Payment
<b>HERNIA</b>	
Cutting operation for radical cure:	
Single hernia -----	50.00
More than one hernia -----	75.00
<b>INCISION AND DRAINAGE (fur- uncles excepted)</b>	
Requiring hospital residence -----	25.00
Not requiring hospital residence --	10.00
<b>JOINT, Incision into (tapping ex- cepted) -----</b>	<b>25.00</b>
<b>LIGAMENTS AND TENDONS</b>	
Cutting operation -----	25.00
Suturing of tendons: single ----	25.00
multiple -	40.00
<b>MASTOID—See Ear, Nose and Throat</b>	
<b>MATERNITY—See Obstetrical</b>	
<b>OBSTETRICAL</b>	
Delivery of child or children -----	50.00
Caeserean section, including de- livery -----	100.00
Abdominal operation for extra- uterine pregnancy -----	100.00
Dilatation and curettage for mis- carriage -----	25.00
<b>PARACENTESIS, Tapping of</b>	
Abdomen, chest, or bladder (other than catheterization) -----	10.00
Ear drum, hydrocele, joint or spine.	10.00
<b>RECTUM</b>	
Cutting operation or injection treatment for radical cure of hemorrhoids (complete procedure)	
External -----	15.00
Internal, or external and internal	25.00

Description of Operation	Maximum Payment
Cutting operation for prolapsed rectum or fistula in ano -----	25.00
Any other cutting operation, electro-coagulation and electrodesiccation included -----	10.00

## SKULL

Cutting into cranial cavity (drill taps excepted) -----	150.00
Drill taps -----	25.00

## SPINE OR SPINAL CORD

Operation with removal of portion of vertebra or vertebrae (coccyx and vertebral processes excepted) --	150.00
Removal of part or all of coccyx, or of vertebral processes -----	50.00

TAPPING—See Paracentesis

THYROID—See Goitre

TONSILS AND ADENOIDS—See Ear, Nose and Throat

## TUMORS

Cutting operation for removal of one or more:

Malignant tumors, except those of face, lip or skin -----	100.00
Malignant tumors of face, lip or skin -----	25.00
Pilonidal or dermoid cysts requiring hospital residence -----	35.00
Pilonidal or dermoid cysts not requiring hospital residence ----	10.00
Other cysts or benign tumors requiring hospital residence -----	25.00
Other cysts or benign tumors not requiring hospital residence -----	5.00

VARICOSE VEINS—Cutting operation or injection treatment (complete procedure on all veins) -- 30.00

June 5, 1943

In order to pay insurance claims promptly and to make our insurance plan function properly, we ask that each employee report all cases of disability to his or her foreman immediately. These cases should then be reported to the Personnel Department, keeping in mind that benefits begin with the first day of disability due to an accident and the fourth day of disability due to sickness.

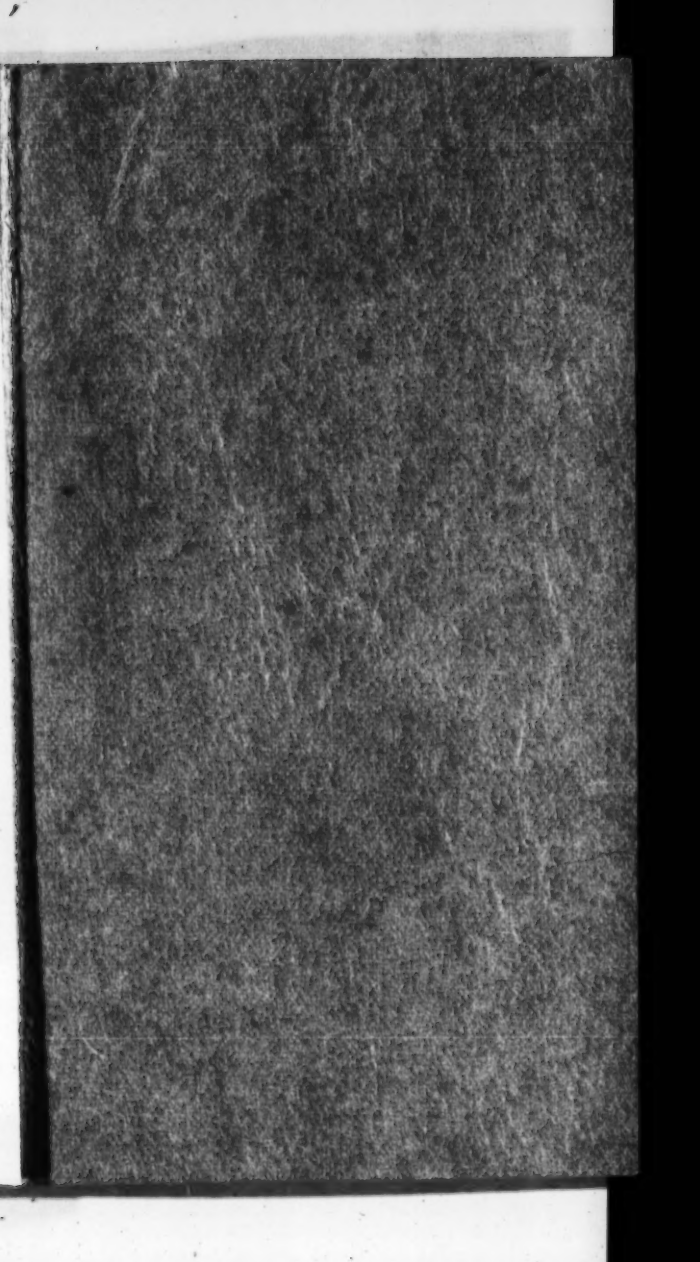
When the case has been reported to the Personnel Department, the proper forms will be issued to the disabled employee for the claimants statement and his signature.

The claimant will then have his physician fill in the "Attending Physician's Statement," with the physician's signature affixed. (THE ATTENDING PHYSICIAN TREATING THE PATIENT MUST BE LEGALLY LICENSED TO PRACTICE MEDICINE.)

When the form is completed, please mail it promptly to the Chicago Telephone Supply Company — Attention Personnel Department — and your draft will be issued when benefits are due.

\* \* \*

**THE PRUDENTIAL  
INSURANCE COMPANY OF AMERICA  
Newark, New Jersey**





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# Agreement

Between

**INTERNATIONAL UNION, UNITED  
AUTOMOBILE, AIRCRAFT AND  
AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA  
Local No. 226**

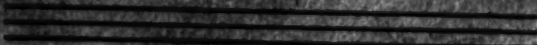
Affiliated with

**C. I. O.**

and

**FOUNDRY UNIT  
INDIANAPOLIS WORKS  
INTERNATIONAL HARVESTER  
COMPANY**

June 23, 1942





# **Agreement**

**Between**

**INTERNATIONAL UNION, UNITED  
AUTOMOBILE, AIRCRAFT AND  
AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA  
Local No. 226**

**Affiliated with**

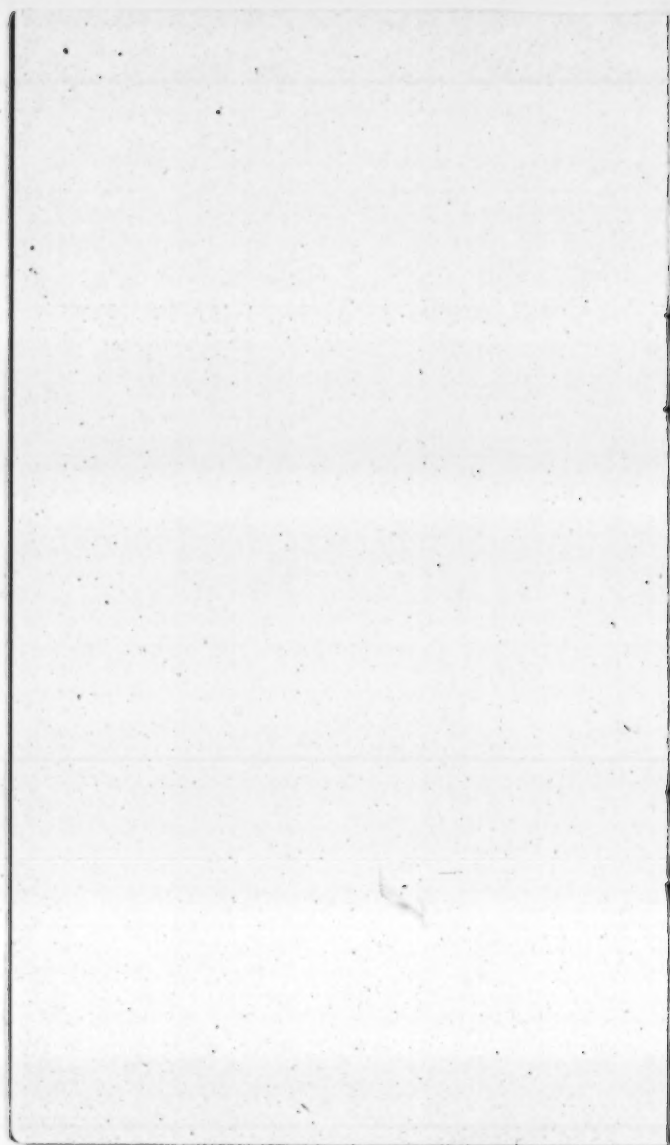
**C. I. O.**

**and**

**FOUNDRY UNIT  
INDIANAPOLIS WORKS  
INTERNATIONAL HARVESTER  
COMPANY**

**June 23, 1942**





# **Agreement**

## **ARTICLE I**

This agreement made and entered into the 23rd day of June, 1942, by and between the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America and its Local 226 affiliated with the Congress of Industrial Organizations hereinafter referred to as the "Union" and the Indianapolis Works of the International Harvester Company hereinafter referred to as the "Company."

**WITNESSETH:** That for the purpose of facilitating the peaceful adjustment of grievances, complaints or disputes which may from time to time arise between the Company and its employees, the parties hereto agree with each other, as follows:

## **ARTICLE II**

### *Scope of Agreement*

It is agreed and understood between the Union and the Company that this agreement is limited to and embraces only such matters as are specifically set forth in the agreement, and that all other matters shall be subject to further negotiations.

## **ARTICLE III**

### *Union-Management Relationship*

**Section 1. Mutual Pledge of Union-Company Cooperation for Maximum Production to Win the War.**

The International Harvester Company and the Union, in recognition of the need and possibilities of increased production through creative cooperation, mutually agree to cooperate fully for harmonious relations, efficient shop discipline, and maximum production.

The Union recognizes the established rights, responsibilities and values of management, and the specific rights of management to hire and discharge its employees and to direct the working force subject to the grievance procedure as provided in this contract.

The Union agrees not to coerce or intimidate any employee into joining the Union, and will discipline any member who is guilty of such coercion or intimidation.

The Union agrees further that it will not solicit Union members or carry on other Union activities in the plant on Company time or in such manner as to interfere with the efficient operations of the plant.

The Company recognizes the established rights, responsibilities, and values of the Union and has no objection to its employees becoming members of the certified Union, responsible in conjunction with the Company for making and keeping this contract. The Company specifically will not tolerate, on the part of its representatives, any discrimination or activity whatever against the Union, and will discipline any employee, who, on Company time, carries on anti-union activity or who seeks, directly or indirectly, to interfere with the status, membership, or responsibilities of the certified Union.

In recognition of the national agreement between management and labor for the peaceful settlement of all disputes, and of the reciprocal guarantees of no lockouts, strikes, or slowdowns, and in order to promote maximum production for total war, these union-management relations shall continue for the life of this contract.

The Union agrees to do all in its power to discourage and prevent any interruptions to production, and agrees that the Company has the right to take appropriate disciplinary action against any employees par-

ticipating in or responsible for such interruptions. Any complaints as to the appropriateness of the disciplinary action taken by the Company in such cases, shall be taken up through the grievance procedure set up herein.

The Company agrees that it will not engage in any lockouts of employees during the life of this agreement.

Section 2. *Union Recognition.* The International Harvester Company recognizes and will deal with the Union as the sole and exclusive collective bargaining agency for the employees of the Bargaining Unit defined herein during the life of this agreement for the purposes of collective bargaining in respect to wages, rates of pay, hours of employment, and other conditions of employment.

Section 3. *Membership in Union.* All employees who are now members of the Union in good standing or who may in the future become members will be required as a condition of employment with the Company to maintain their membership in good standing during the life of this contract;

Provided, that this provision shall not apply until the National War Labor Board has certified to the Company in writing that a majority of the members of the local Union who are employees of the Company have voted affirmatively on this specific issue by secret ballot in a referendum conducted under the auspices of the Board subsequent to the signing of this contract.

The Union and the Company agree that in order to maintain good standing for the purpose of this agreement, an employee shall be required only to pay the regular monthly dues or fines and comply with any other penalties that may be imposed upon him by the Union for specific acts involving the violation of any of the terms and

conditions of this contract, or violation of any of the terms or conditions of the constitution and by-laws of the Union.

The procedure for conducting the referendum under the auspices of the Board shall include:

1. Due notice as to time and place of voting.
2. A clear and unequivocal statement of the single issue to be voted upon set forth on a ballot prepared by the Board.
3. The protection of the secret ballot process.
4. A certification reviewed and approved by a representative of the Board of the list of eligible voters, in order to make certain that all employees of the Company who are members in good standing in accordance with the constitution and by-laws of the Union and only such members are given an opportunity to vote.

Any individual employee who has been declared to be not in good standing by the Union shall be entitled to appeal and review in accordance with the provisions of the Constitution of the Union.

Section 4. *Disputes.* If any dispute arises under this article, it shall be settled in accordance with the provisions of the grievance machinery article of this contract, or if not so settled it shall be finally determined by an arbitrator approved by the parties or designated by the conciliation service of the United States Department of Labor.

#### ARTICLE IV

##### *Bargaining Unit*

The unit recognized as appropriate for purposes of collective bargaining and rep-

resented by the Union is as follows:

"All production and maintenance employees of the Foundry Unit of the Indianapolis Works of the Company, excluding:

1. Superintendents.
2. Foremen.
3. Supervisors.
4. Plant protection employees.
5. Office employees.
6. Janitors, Department No. 56.
7. Painters, Department No. 25.

## ARTICLE V

### *No Discrimination*

The Company shall not discriminate against any person because of race, sex, political or religious affiliation or nationality except as directed by the government during the war emergency.

## ARTICLE VI

### *Shop Representation*

The Union shall designate a suitable number of shop stewards, such number to be fixed by mutual agreement of the parties hereto. Two members of the shop stewards on each shift shall be designated as Chief Shop Stewards. The Union shall also choose a Shop Bargaining Committee of not more than seven (7) members. The Company will recognize and negotiate with said stewards and committee with respect to the adjustment of grievances as provided in the following Article.

## ARTICLE VII

### *Grievance Procedure*

Section 1. Should grievances arise between the Company and the Union or employees as to the meaning and application of the provisions of this contract, or as to

the compliance of either party with any of its obligations hereunder, or should there be any complaint or grievance by any employee or the Union or the Company, there shall be no suspension or interruption of work on account of such grievances. Such grievances to be settled under the following procedure:

1. Between the employee affected and the foreman, or between the Union steward, the affected employee, and the foreman.
2. Between the affected employee, chief steward and superintendent of the Foundry Division. Grievances presented to the Superintendent of the Foundry shall be in writing and shall be initialed by him with proper entry of the date received.
3. Between the Bargaining Committee of the Union and the Superintendent of the Foundry and Industrial Relations Department of the Works. When any grievance has reached this stage, the disposition of the grievance shall be recorded in writing with a copy for each party. In the event a satisfactory settlement has not been reached, the Bargaining Committee of the Union may refer the matter to the following step of the grievance procedure.
4. Between the Bargaining Committee designated by the Union and the Superintendent of the Works. International Union representative may be called in.
5. Between a designated Local Union committee and International Union representatives and General Office representatives designated by the executives of the Company. Any time it becomes necessary for a called meeting of the representatives designated by the Company, it is understood that

such meeting shall be held within a period not to exceed ten days from the date of request for such meeting.

6. In accordance with the Executive Order of the President of the United States of America (No. 9017) signed January 12, 1942, the Company and Union agree that all labor disputes in this Plant shall be settled by peaceful means and that for the duration of hostilities there shall be no strike or lockouts. The procedure for adjusting and settling labor disputes as provided in the President's Executive Order shall be followed by the parties by diligent application of the grievance machinery provided in this contract. If, however, a dispute has not been settled after steps thus provided here have been exhausted, then, in order fairly to protect the interests of all concerned, it shall be submitted to binding arbitration if the Company and the Union agree, with the National War Labor Board naming the arbitrator, where he cannot be named by agreement, or, if not thus handled, then the U. S. Conciliation Service of the Department of Labor shall be notified and the procedure of the Federal Government followed.

Section 2. Weekly meetings between the Bargaining Committee of the Union and the Superintendent of the Foundry and Industrial Relations Department shall be held at times agreed upon by the parties for the presentation of grievances; provided, however, that matters pertaining to discharge, or other matters that cannot be reasonably delayed until the time of the next meeting, may be presented at any time in accordance with the foregoing and following provisions. Diligent efforts will be made to settle all grievances without undue delay.

The Union representatives designated by the Union shall be afforded such time off, as may be required for the performance of their duties as such representatives:

1. To attend regularly scheduled meetings.
2. To attend meetings pertaining to discharges and other matters which cannot reasonably be delayed until the time of the next regular meeting.
3. To visit the part of the operations which each represents at all reasonable times for the purpose of transacting the legitimate business as Union representatives, after notice to his foreman or such other representative as may have been designated by the Superintendent.

Section 3. The Union agrees that any grievance, complaint or dispute referred to the Shop Bargaining Committee will be presented to the Company for adjustment in writing and the Company agrees that its decisions on any such grievance, complaints or disputes will be presented to the Shop Bargaining Committee in writing in accordance with the terms of this agreement.

Section 4. Whenever the Management requests a Union representative to leave his job and confer upon Union matters, such representative shall not lose pay for the time so spent. In case such representative works on the second or third shift and the Management requests him to confer at an hour which requires him to make a special trip to the Plant, he shall be compensated at his usual rate for the time so spent.

## ARTICLE VIII

### *Payment of Union Representatives Handling Grievances*

1. Grievance Committee members shall not lose pay for time spent within

their regularly scheduled working hours in handling grievances within the plant.

Grievance Committee members shall be paid for all time spent in meetings with the management in handling grievances within the plant.

Stewards shall not lose pay in handling grievances within the plant during their regular working hours but shall be paid for time outside their regular scheduled working hours only when called in by mutual agreement of the Grievance Committee and the management.

2. Whenever the Company or the Union considers that abuses exist with respect to the amount or use of such time the subject shall constitute a "difference" to be settled in accordance with the procedure set up in the article entitled "Grievance Procedure."
3. The number of persons which the Union may designate who shall be paid to handle grievances shall be equal to the number who have preferred seniority as agreed upon by the parties.
4. Pay for Union representatives shall be limited to the handling of grievances within the plant.
5. The Union representatives shall be paid at his average earning rate equal to the actual wages he would have earned if he had worked.

## ARTICLE IX

### *Suspension and Discharge Cases*

In the event an employee shall be suspended or discharged from employment and believes he or she has been unjustly dealt with, such suspension or discharge shall constitute a case to be handled in accord-

ance with the method of adjustment of differences herein provided. Should it be decided under the rules of this contract that an injustice has been done with regard to the employee's suspension or discharge, the Company agrees to reinstate him and pay full compensation at his prevailing rate for the time lost. The Company must be notified of a claim of wrongful suspension or discharge within three (3) working days after same occurs and the case shall be taken up promptly and diligent efforts made to dispose of it within five (5) working days.

Upon being notified of his suspension or discharge it shall be the duty of the employee to leave his department and go to the plant employment office. The Union representative shall be notified immediately and given the opportunity to review such case with the employee and others before the records in the employment department are closed. The wages of the employee shall cease at the time of his suspension or discharge, excepting in cases where it is determined later that the Company's action was not warranted.

## ARTICLE X

### *Functions of Management*

It is agreed that the Company has the right to direct generally the work of the employees and to hire, discharge or suspend employees for good cause and also to promote employees, demote them, or transfer them for proper cause, to assign them to shifts with due regard to seniority, determine the amount of work needed, and to lay them off because of lack of work, in accordance with the provisions herein. However, no employee shall be discharged by the Company except for cause, and none of the foregoing shall be used for the purpose of discrimination.

## ARTICLE XI

### *Individual or Group Wage Rates*

The Union agrees that the present system of determining hourly rates and piece-work rates, other than minimum rates, shall remain in effect, and such hourly rates and piece-work rates as now prevail shall remain in effect except as elsewhere provided in this contract. The Company will recognize representatives appointed by the Union and discuss with these representatives such hourly rates and piece-work rates, and also discuss with these representatives the methods of setting new rates.

Where inequalities are alleged to prevail in individual or group wage rates within the operations covered hereby, the matter may be taken up through the Union representatives for adjustment and settlement under the procedure herein provided.

## ARTICLE XII

### *General Wage Rates*

Should either party propose an increase or decrease of general wage rates, a sincere effort will be made through collective bargaining to arrive at a satisfactory conclusion.

## ARTICLE XIII

### *General Working Conditions*

Section 1. The Company agrees that in the event that it is necessary to work overtime on any job, such overtime shall be allocated as evenly as possible among employees involved. It is mutually agreed, however, that in each instance the employee or employees must be qualified to do the job required by the Company.

Section 2. In the event any employee is transferred temporarily or permanently to

a different classification, such employee shall receive at least the minimum prevailing rates of pay for such classifications.

Section 3. There shall be no change made on the employee's time card or folder without his or her knowledge. Allowances, authorized by the foreman, are to be entered daily and the time card or folder shall be kept in an accessible place for employee reference.

Section 4. The employee shall make out his or her own time card or folder daily, showing in detail each job he or she has worked on and the amount of his or her daily earnings. Those who are unable to make out their time cards for any reason are privileged to seek assistance.

Section 5. In no case shall permanent piece-work prices be established until the method of manufacture and the quality and quantity of production have been satisfactorily determined, which shall be done without undue delay.

Section 6. All time studies for the purpose of establishing or changing piece-work prices shall be made with the knowledge of the employee affected, and all such studies shall take into consideration all details of the complete operation. When piece-work prices have been definitely established, they shall remain in effect unless subsequent developments, such as general wage adjustments, errors in setting prices, changes in specifications, methods or equipment, justify revisions.

Section 7. All time studies shall be taken for such periods as will insure proper allowance for fatigue and personal needs.

Section 8. When a piece-work employee works part of a shift on a day-work basis, he or she will be paid his or her day-work rate for the time so spent.

Section 9. When an employee experiences hard stock, machine or tool trouble, or simi-

lar handicaps over which he has no control, and because of such delays his production is curtailed, he shall be paid his average piece-work earnings for the time involved, provided the foreman is immediately notified of the trouble. However, if the employee is waiting for, or chasing or trucking stock, or if there is a complete cessation of production for any other reason, he shall be paid his day-work rate for the time involved, provided the foreman is immediately notified of the trouble.

Section 10. When an employee is assigned to a new or different job, he or she shall be informed in advance of the piece-work price, day-work rate, or allowance to be paid for such job.

Section 11. Blueprints and gauges should at all times control production requirements. When changes are decided upon the blueprints and gauges shall be corrected immediately. Any deviation from the standards so established must be authorized in writing by the Inspection Department.

Section 12. For the sole use of the Union, the Company will erect and maintain a suitable number of bulletin boards throughout the foundry unit. The locations of the same, as well as their number and size, shall be mutually determined. Such boards may be used for the purpose of disseminating information concerning meetings, elections, social events and other affairs of general interest. Under no circumstances may they be used for advertising, for political matter, for distributing pamphlets or circulars or for propaganda of any sort. No matter shall be posted until it has been submitted and approved by the Superintendent or some person designated by him for that purpose.

Section 13. Time spent by Union representatives in negotiating labor contracts with the Management, attending meetings, or otherwise carrying on duties of Union

representatives as permitted by Management, will be counted as time worked in computing service and attendance records under the regulations of the Company's Vacation Plan and Extra Compensation Plan.

Section 14. The Company will allow a fifteen-minute lunch period without loss of pay for any employee engaged in one of the three shifts of the twenty-four-hour schedule where in the judgment of Management the machine or equipment must be shut down to permit a lunch period for him.

Section 15. As far as possible, proper allowance shall be made in establishing piece-work prices or setup prices to permit machine operators to keep machine tools reasonably clean. It shall then be the responsibility of the operator to perform such duties.

Section 16. When a piece worker, because of his ability and experience is taken from his regular job to instruct a new operator or to try out a new machine, fixture, or other equipment, or to perform some similar service, he will be paid his average piece-work earnings for the time involved.

Section 17. Representatives of Management shall not, so long as they continue to have such status, perform the work of employees covered by this contract.

Section 18. Whenever a physical examination or laboratory test has been made by physicians acting for the Company, a report thereof will be given the personal physician of the employee involved upon the written request of such employee and his personal physician.

#### ARTICLE XIV

##### *Penalty Time for Saturday and Sunday Swing Shifts*

In order that war production machinery may be worked in continuous operation 24

hours per day around-the-clock, seven days a week up to a maximum of 168 hours a week, it is agreed that whenever such operations are undertaken, the following principles shall govern:

Section 1. There shall be no overtime pay for Saturdays, Sundays, or holidays, as such.

Section 2. Time and one-half shall be paid for work beyond eight hours a day or forty hours a week.

Section 3. The work shifts shall be so arranged that every worker will have at least one day's rest in seven, except in cases of emergency. If the emergency requires him to work the seventh consecutive day, he shall be paid at the penalty rate of double time. The starting days of such shifts shall be so rotated that Saturday and Sunday work shall be shared equally.

Section 4. The penalty rates as provided in this article shall be applied for the duration of the war whenever a schedule of continuous operation on a twenty-four-hour-seven-day-week basis is adopted for the manufacture of any of the Company's products, irrespective of their classification as defense or non-defense products.

Section 5. The foregoing provisions do not contemplate changing existing practices with respect to scheduling shifts on continuous operations, which have in the past been customarily operated on a rotating basis.

Section 6. Swing-shift schedule arrangements in accordance with the aforementioned principles shall be worked out in negotiations between the parties.

## ARTICLE XV

### *Hours of Work, Overtime and Holidays*

With respect to hours of work, overtime and holidays not covered in the preceding

forming the work of the shorter service employee.

- (c) An employee laid off on the departmental basis under (b) above will be transferred to replace a shorter service employee in another department on a foundry-wide seniority basis provided he is capable of doing the work of the shorter service employee.

Section 4. At each layoff or recall following layoff the Company may designate certain individual employees whose services are required under the special circumstances then existing. Such employees may be retained in, or recalled to service, regardless of their seniority. No such designation shall become effective until approved by the Superintendent and agreed to by the Union. The fact that an employee has been so designated shall not affect his regular seniority standing and he shall resume the same as soon as the special reasons in his case cease to exist.

Section 5. When there is an increase of force, employees on the foundry-wide seniority list shall be returned to work in accordance with such list, in the reverse of the order in which they are laid off, before new employees are hired.

Section 6. In determining an employee's length of service for seniority purposes, computation will begin on the date the employee began work and no deductions will be made for lost time due to any reason; however,

Continuity of service shall be broken when:

- (a) An employee voluntarily leaves the Company's employ.
- (b) An employee is discharged for cause, and the decision is not reversed under provisions of Article 9 herein.

- (c) Due to layoff because of no work of an employee on the probationary list a period of more than twelve (12) months has elapsed since the employee last worked for the Company.
- (d) Due to layoff because of no work of an employee on the seniority list a period of more than three (3) years has elapsed since the employee last worked for the Company.

Before new employees are hired, the Management will give consideration to rehiring longer service employees whose service is broken during the life of this agreement under the operation of (d) above.

- (e) An employee, who has been laid off because of no work fails to report, when recalled, within a period of five (5) working days. This five (5) day period will be extended providing a reasonable and satisfactory explanation is given for not reporting, but in every case the employee must report within fifteen (15) working days.
- (f) An employee fails to report for work at termination of a leave of absence or furlough.

Section 7. Former employees reentering service after their continuity of service has been broken by any of the foregoing reasons shall be considered new employees.

Section 8. It is agreed that a number, to be mutually agreed upon, of the officers committeemen and stewards of the Union shall be accorded a preferred seniority status.

The right to designate the persons who shall have such preferred seniority status shall be vested in the Union, provided that the list at all times shall include only employees in office. Whenever the Union desires to substitute another person for one

then having preferred seniority it shall notify the Company in writing and thereafter the person whose preferred seniority has ceased shall resume his regular seniority.

Preferred seniority status for stewards shall be restricted to the department wherein the designated employee is regularly employed and for the officers and committeemen shall be foundry-wide. In no case shall the Company be under obligation to assign work because of preferred seniority status to a person not capable of doing the work available.

Section 9. Employees whose services are to be terminated because of reduced manufacturing schedules, will be given as much advance notice as possible, such notice to be not less than three (3) days, excepting in cases where the Government orders manufacturing operations reduced or discontinued on less than three (3) days' notice.

Section 10. Union representatives shall be given the opportunity to review all contemplated cases of layoff before such layoffs are made effective.

Section 11. When a vacancy occurs on any shift, preference for such vacancy shall be given to qualified employees in line with their seniority.

Section 12. The Company will furnish to the Union a foundry-wide and departmental seniority list each six (6) months and will inform the Union each week of changes in those lists in order to keep them up to date.

Section 13. Employees hired or transferred to the Foundry Unit from other operations of the Company after the effective date of this contract will not receive service credit for seniority purposes for any service accrued at the other operations of the Company.

## ARTICLE XVIII

### *Vacations*

Vacations for hourly-paid and piece-work employees covered by this contract shall be in accordance with the Harvester Vacation Plan for Factory Employees. Said Plan is now liberalized in the following respects:

1. Effective January 1, 1942, all employees who shall have established prior to July the first of each year a record of one year or more of continuous service, and who also have a record of regular attendance during the preceding calendar year, shall be entitled to vacations with pay during the current calendar year.
2. The vacation will be one week for employees with a service record of one year and less than five years, and two weeks for employees with a service record of five years or more. Employees' records of continuous service and regular attendance will be determined according to the rules in Articles III and IV of the Vacation Plan.
3. Special consideration may be given in the case of an employee absent on account of physical disability caused by sickness or injury while on or off duty without discrimination.
4. Piece workers or employees working on a similar basis will receive as vacation pay their average hourly earning rate for the four-week period preceding the last week worked (excluding overtime, time spent at hourly rate, and time spent on work to which the employee has been temporarily transferred if his rate is less than on his regular job) multiplied by the number of hours normally worked by them per day or week.

5. Hourly-pay workers will receive as vacation pay their hourly rate in effect at the time of vacation, multiplied by the number of hours normally worked by them per day or week (excluding overtime, and time spent on work to which the employee has been temporarily transferred, if his rate is less than on his regular job.
6. Vacation pay may be drawn in advance on the day preceding the employee's vacation. Wages earned during the last week worked will be paid on the first regular pay day following the vacation.
7. Vacation money will be paid to employees who have left the employment of the Company, or are off duty on account of illness, or to the wife or family of a deceased employee where such employees have earned a vacation during the prior year.

## ARTICLE XIX

### *National and Local Elections*

Employees shall be allowed such time off (without compensation) to vote as necessary in any national or local election.

## ARTICLE XX

### *Jury Service*

Hourly workers and piece workers shall be permitted to work part time outside their regular jury service if the nature of their work is such as will permit this practice. Such employees shall be paid their regular wages for such time actually worked. During the time employees are absent on jury duty, the Company will make up to them the difference, if any, between the jury pay and their regular compensation from the Company.

## ARTICLE XXI

### *Military Service*

The Company agrees that employees, who, subsequent to May 1, 1940, and prior to January 1, 1943, enter upon active service in the land or naval forces of the United States (whether through the Selective Training and Service Act, Public Resolution No. 96, regular enlistment, volunteering, or other means) will be reimbursed for not less than one (1) year's premium on \$2,000 of National Service Life Insurance. If any such employees have served in the military or naval forces for a period of more than one (1) year, prior to January 1, 1943, they will also be reimbursed for the premium on such \$2,000 of National Service Life Insurance for such additional period.

Proof of the payment of premiums by the employee will be required, and it is expected that application for reimbursement will be made within sixty (60) days after discharge from the military or naval service.

The Company further agrees that each employee above referred to (other than one who held a temporary position at the time of leaving) shall be restored to his former position, or one of like seniority, status, and pay, insofar as possible to do so, provided such employee

1. Has received an honorable discharge or a certificate to the effect that he has satisfactorily completed the period of service required of him.
2. Is still qualified to perform the duties of such position, and
3. Makes application for reemployment within sixty (60) days after being relieved from his active duty or service.

Every such employee who is restored to his position shall be considered as having been on a furlough or leave of absence during his period of training and service. He

shall not lose seniority because of such absence and for the purpose of determining his future seniority status, such period of training and service shall be added to his record of service with the Company. Employees so restored will be entitled to participate in any benefits offered by the Company which are applicable to employees on furlough or leave of absence. Any such participation shall be in accordance with the rules and regulations in effect at the time such employee was inducted into military service.

## ARTICLE XXII

### *Furloughs and Leaves of Absence*

A furlough, except as otherwise provided herein, shall be understood to mean an absence from work, requested by the employee and consented to by the Management, covering an agreed period of time and for such reason as: settlement of an estate, serious illness or death of a member of the family, an extended trip, etc., but furloughs shall not be granted to accept other employment of any kind. The Company agrees to grant furloughs for the above named reasons, if it is practical to do so.

When an employee requests a leave of absence for the purpose of accepting employment of any nature elsewhere, the following rules shall govern:

- a. Permission will be denied if the employee is working on a schedule of four days or more per week; however,
- b. Consideration will be given if the employee is working less than four (4) days per week, and, if granted, shall be classified as a layoff, and be subject to all rules and regulations governing laid-off employees.

For the purpose of facilitating the affairs of the International Union and of Local No.

226, the Company shall, upon the written request of the Union, grant extended leaves of absence, without pay, to a number, to be mutually agreed upon. Such members during such leaves of absence shall retain all seniority and service rights as though employed by the Company. Absences under this provision shall not exceed one year, and such leaves of absence for the same purpose shall upon request be renewed from time to time by the Superintendent within the period of this contract.

### ARTICLE XXIII

#### *Safety and Sanitation*

The Company agrees to continue to furnish healthful working conditions at all times and to provide adequate and modern devices with regard to safety and sanitation. Whatever machinery and equipment the Company furnishes shall meet with all required legal standards of safety and sanitation. Any recommendations or complaints under this article will be the subject of negotiations under the procedure provided for in this agreement.

It is further agreed that the Union shall have equal representation with the Company on the Company's Safety and Sanitation Committee. The Union agrees that it will endeavor to have its members observe all safety rules.

### ARTICLE XXIV

#### *Right to Amend and Supplement*

The parties hereto reserve the right to amend and supplement this contract by mutual agreement at any time during the duration thereof.

### ARTICLE XXV

#### *Duration of Contract*

This contract shall remain in full force

and effect for the duration of the hostilities in the war in which the United States is now engaged but for a period of not less than one year. It shall continue in full force and effect from year to year from the month and day first above written in Article I unless 30 days prior to such expiration date written notice is given by one party to the other of a desire for changes or termination. In the event that a notice is given of a desire for changes, the contract shall remain in full force and effect until a new agreement is negotiated and signed, but not beyond an additional sixty (60) days.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

INTERNATIONAL UNION, UNITED  
AUTOMOBILE, AIRCRAFT AND AGRICULTURAL  
IMPLEMENT WORKERS  
OF AMERICA, affiliated with the CON-  
GRESS OF INDUSTRIAL ORGANIZA-  
TIONS, LOCAL 226

By J. V. Garrity,  
Lee Harper,  
Robert E. Ford,  
Claude A. Harrington,  
Charles F. McDonald,  
Arnold Atwood.

INTERNATIONAL HARVESTER COM-  
PANY, INDIANAPOLIS WORKS

By H. E. Gottberg,  
Superintendent.

## ***Memorandum of Agreement***

This agreement entered into this 1st day of April, 1943, between the I.H.C. Foundry Unit Local No. 226, U.A.W.-C.I.O., and the Indianapolis Foundry Unit, International Harvester Company, concerns the application of Seniority and further clarifies Article XVII, Seniority.

It is agreed that March 13, 1942, is to be established as a freezing date for all employees working piece work. This freezing date establishes a pool of piece workers who are to be returned to piece work in line with their seniority.

It is further agreed that when this pool of piece workers is exhausted another pool is to be created of men who were employed in day work occupations on March 13, 1942, but who had prior to that date worked piece work. This pool of men is to be divided into occupational groups of men, each group to include all men in the pool who had previously worked in the occupational classification to which they are assigned. When a vacancy occurs in an occupation, the employee who has the most seniority in his occupational classification will be promoted first to fill the vacancy.

The agreement further provides that when this pool is exhausted another pool is to be created of day work employees who have never worked piece work. The employees in this pool are to be given the opportunity to accept a piece work job in line with their foundry-wide seniority.

When it becomes necessary to decrease production, employees will be removed from these occupations in the reverse order in which they were promoted to them.

**INTERNATIONAL UNION, UNITED  
AUTOMOBILE, AIRCRAFT AND AGRICULTURAL  
IMPLEMENT WORKERS  
OF AMERICA, affiliated with the CON-  
GRESS OF INDUSTRIAL ORGANIZA-  
TIONS, LOCAL 226**

By: Curtis James Jones,  
Harrison A. Graber,  
A. Harper,  
J. V. Garrity,  
John D. Gammon,  
Ernest Arnett,  
Chas. McDonald.

**INTERNATIONAL HARVESTER COM-  
PANY, INDIANAPOLIS WORKS**

By H. E. GOTTBURG,  
Superintendent.

---

***Memorandum of Agreement***

Made July 8, 1942, between the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America and its Local 226, affiliated with the Congress of Industrial Organizations, hereinafter referred to as the "Union" and the Foundry Unit of Indianapolis Works, International Harvester Company, hereinafter referred to as the "Company."

The Company and the Union having bargained collectively with respect to the following matter, agree as follows:

The parties recognize that the successful prosecution of the existing wars requires that a very large part of our nation's manufacturing capacity be devoted to the production of articles needed by the armed forces and that it is the patriotic duty of employers and employees alike to make the most efficient use of manpower, materials and machine capacity.

For the purpose of doing this, and to minimize the effect of the dislocations produced by the extensive changeover from peacetime to war production, the following program will be in effect applicable to Indianapolis Works:

*1. Protection of Seniority Rights*

Where an employee having seniority rights with the Company and working on non-defense production is laid off and obtains defense employment with another company, and that fact is properly certified to International Harvester Company, he will not have to report back for non-defense production work in order to protect his seniority so long as he retains the defense employment for which he was certified. If he shifts from one defense employment to another there must be a recertification as to his new defense employment. The Company will cooperate with other employers in using standard certification procedures and working out arrangements to produce the maximum possible acceleration of the defense program.

- A. The Company will assume the responsibility of furnishing an employee laid off full information regarding the procedure which he should follow in protecting his seniority rights, together with a partially filled-out form entitled "Certification of Hire for Defense Work."

It is the employee's responsibility to see to it that International Harvester Company receives the form "Certification of Hire for Defense Work" from his defense employer and that the same is properly filled out. A completed copy of the form shall also be furnished to the employee for retention by him and another copy sent to the local State Employment Office.

B. Employees working for the Company on non-defense work who desire to accept defense employment with another company may be released with full protection of their seniority rights if International Harvester Company agrees that they can be spared or loaned and if they are found acceptable by the prospective defense employer and properly certified.

C. Employees classified by the Company as skilled or semi-skilled workers, who are employed less than forty (40) hours per week or who are employed at occupations other than their trade, unless such occupations are considered equally essential to defense, will be released upon their request with full protection of their seniority rights for full-time defense work at their trade. In instances in which a collective agreement provides for a reduction of hours before employees are laid off, the schedule of hours so reduced may be regarded as full-time employment for the purpose of this provision. The Company shall be under no duty to grant such request for release until the prospective defense employer shall have notified the Company that he has offered the worker full time defense work at his trade.

Workers securing defense employment with another employer under the terms of this agreement will, while employed on defense work, continue to accumulate seniority with International Harvester Company providing proper certification of such employment has been made to the Company.

## 2. *Transfer of Employees Within Companies*

Transfer of employees from non-defense

to defense work in each local bargaining unit shall be in line with agreements regarding the transfer of employees. Employees fully qualified for skilled and semi-skilled jobs on the basis of past experience and training shall be transferred in line with their seniority.

Employees with the greatest seniority working in the plant who have applied and who appear able to qualify within the period normally given to new employees shall be given such opportunity to qualify before new employees are hired to be trained for the job.

If an insufficient number of such employees apply and qualify, the Company will notify the Union and other applicants may then be hired.

### *3. Preferential Hiring of Displaced Workers*

When hiring new employees for defense work, the Company will give preference to persons laid off, or who have been notified that they will soon be laid off, on account of authorized government curtailment of non-defense production.

Employees who are working or who have worked in local industries will be given preference over employees from other localities.

### *4. Recall of Workers by Original Employer for Defense Work*

In order to retain his seniority, an employee spared, loaned, or laid off, whether unemployed or currently employed on defense or non-defense work, must report back to the Company for defense employment at the same plant where he was originally employed if and when called, on notice of at least one (1) calendar week. Recall of employees to defense work presupposes the management will endeavor to provide full-time employment contingent upon the availability of the essential tools, material and

facilities. Skilled and semi-skilled workers will be subject to recall only for full-time (forty (40) hours or more per week) defense employment at their trades or equivalent in defense usefulness.

*5. Status of Workers in Training for Defense Jobs*

For the purpose of this agreement, defense training is to be considered defense employment, provided there is an understanding between the Company and employee that the employee is being trained for a specific defense job.

The expression "defense employment" or "defense work" as used in this agreement shall mean work which is being done pursuant to an order from, or a contract with, the Government of the United States or a friendly power. No distinction will be drawn between employers who are primary contractors and those who are sub-contractors.

*6. Duration*

This agreement shall be deemed to have been in full force and effect since January 9, 1942, and will cover all workers who had seniority rights on that date. Said provisions shall continue in effect throughout the duration of hostilities in the wars in which the United States is now engaged.

IN WITNESS WHEREOF the parties have executed this agreement at Indianapolis, Indiana, the day and year first above written.

H. E. Gottberg,  
Superintendent, Indianapolis Works.

J. V. Garrity, Pres.  
Robert E. Ford,  
Robert T. Williams,  
Lee Harper,  
Chas. McDonald,  
Albert L. Nash,  
William Pfeiffer.

## ***Supplemental Agreement***

This agreement entered into this 27th day of November, 1942, between I.H.C. Foundry Unit Local No. 226, U.A.W.-C.I.O., hereinafter referred to as the "Union," and Indianapolis Foundry Unit, International Harvester Company, hereinafter referred to as the "Company," is supplemental to the main contract between the same parties dated June 23, 1942.

The experience of the parties to date has indicated the need for a uniform understanding of the effect of that portion of Sec. 3 of Art. 3 of the main contract reading as follows:

"All employees who are now members of the Union in good standing or who may in the future become members will be required as a condition of employment with the Company to maintain their membership in good standing during the life of this contract";

Such experience has also indicated the need for establishing a standard procedure to be followed in those cases where the Union desires the Company to apply the provision to employees who are required to maintain membership but fail to do so.

To meet the needs above referred to, the parties mutually agree as follows:

1. The Union will submit in writing all requests to the Company for termination of employment for failure to maintain membership.
2. The Company will have a reasonable opportunity to investigate such requests but when it has done so and found that the employee concerned will be subject to dismissal for the reason stated, it will inform the employee at once, by written notice—

- (a) That he is suspended for the period of two (2) weeks beginning with the date of such notice.
  - (b) That during the two (2) week period such suspension may be removed by appropriate action on his part and/or on the part of the Union.
  - (c) That if no such action is taken within the two (2) week period of suspension, his employee status will terminate at the end of such period and his dismissal at the request of the Union will become final and have the same effect as a discharge.
  - (d) That such dismissal will affect his rights under the Vacation Plan, Pension Plan, Savings and Extra Compensation Plan, Group Life Insurance Plan, Employees' Benefit Association and Hospitalization Plan, as provided in such plans.
3. In all cases the Union will be given copies of the written notices referred to in the preceding paragraph.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate the day and year first above written.

By: Claude A. Harrington,  
William H. Lee,  
Curtis G. Jones,  
Robert L. Williams,  
Charles McDonald,  
William Pfeiffer.

INTERNATIONAL HARVESTER COMPANY,  
INDIANAPOLIS WORKS

By H. E. Gottberg,  
Superintendent.

## ***Supplement to Contract***

The INTERNATIONAL HARVESTER COMPANY, Indianapolis Works, Foundry Unit, hereinafter referred to as the "Company" and the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, affiliated with the Congress of Industrial Organizations hereinafter referred to as the "Union" entered into a collective bargaining contract on the 23rd day of June, 1942.

The matter of application of length of service for seniority purposes is covered in Article 17, Seniority, of said contract.

For the purpose of adding certain desirable functions in the application of seniority, the Company and the Union now agree that Article 17, Seniority, of the contract above referred to, shall be supplemented.

Section 3 (b) of Article 17, Seniority, shall be-supplemented by including the following provision which will become the second paragraph of Section 3 (b) of Article 17, Seniority:

For this purpose, the longer service employee, working on a piece work job, which has been eliminated, because of decrease of forces, will replace the shortest service employee working piece work in his occupation whose work the longer service employee is capable of performing. This displaced employee, if his service warrants, will replace the shortest service employee working day work in the department whose work the longer service employee is capable of doing. However, if it is necessary for the management to transfer employees because of their experience to start new operations because of an increase in production such employees so transferred will retain the

right to return to their previous job as long as their service warrants.

Section 3 (c) of Article 17, Seniority, shall be supplemented by including the following provision which will become the second paragraph of Section 3 (c) of Article 17, Seniority:

For this purpose, a longer service employee laid off on the departmental basis under (b) above will be transferred to replace the shortest service employee in the foundry whose work the longer service employee is capable of performing.

Section 5 of Article 17, Seniority, shall be supplemented by including the following provision which will become the second paragraph of Section 5, of Article 17, Seniority:

For this purpose, employees who have been laid off or transferred to another job because of decrease of forces, will be given an opportunity to return to their former regular jobs in the reverse of the order in which they were removed.

The Company and the Union agree that the above supplement to the contract shall become effective the 21 day of December, 1942, and shall supercede and nullify the supplement to the contract entered into between the Company and the Union on November 30, 1942.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 21 day of December, 1942.

INTERNATIONAL UNION, UNITED  
AUTOMOBILE, AIRCRAFT AND AGRICULTURAL  
IMPLEMENT WORKERS  
OF AMERICA, affiliated with the CON-  
GRESS OF INDUSTRIAL ORGANIZA-  
TIONS, LOCAL 226

By: C. A. Harrington,  
Chairman of Bargain-  
ing Committee;

Lee Harper,  
William Phieffer,  
William H. Lee,  
Chas. F. McDonald,  
Curtis G. Jones,  
Robert L. Williams.

INTERNATIONAL HARVESTER COM-  
PANY, INDIANAPOLIS WORKS

By H. E. Gottberg,  
Superintendent.







**CONTRACT**  
**Between**  
**INTERNATIONAL UNION,**  
**UNITED AUTOMOBILE,**  
**AIRCRAFT AND**  
**AGRICULTURAL**  
**IMPLEMENT WORKERS**  
**OF AMERICA**

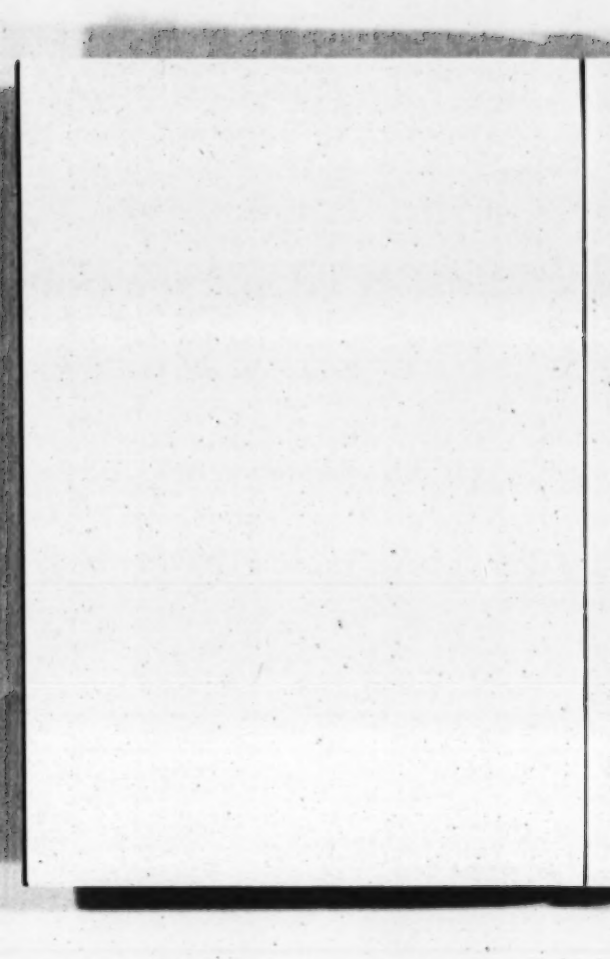
Affiliated with the  
**C. I. O. LOCAL NO. 226**  
**PREST-O-LITE UNIT**



and  
**PREST-O-LITE BATTERY CO.**



**Indianapolis, Ind.**



# **CONTRACT**

**AGREEMENT** entered into this 19th day of April, 1944, by and between the Prest-O-Lite Battery Company, Inc., hereinafter referred to as the Company, and the International Union, United Automobile, Aircraft, Agricultural Implement Workers of America, affiliated with the Congress of Industrial Organizations, Local No. 226, hereinafter referred to as the Union.

## **ARTICLE I**

### **Recognition**

**Section 1.** The Company hereby recognizes Local 226, International Union, United Automobile, Aircraft, Agricultural Implement Workers of America, affiliated with the C. I. O., as the exclusive bargaining agency for all the Company's employees, except superintendents, foremen, confidential clerks and office employees, full time plant protection employees and men empowered to hire or discharge, for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment and with respect to all dismissals and discrimina-

tions and for the purpose of adjusting any grievances or complaints which may exist now or may arise in the future.

**Section 2.** (a) All employees who, fifteen days from the date of the Directive Order are members of the Union in good standing in accordance with its constitution and by-laws, and all employees who become members after that date shall, as a condition of employment, maintain their membership in the Union in good standing for the duration of the agreement, or until further order of the National War Labor Board. An employee whose Union dues are not in arrears shall be deemed to be in good standing.

The Union shall, immediately after the aforesaid date, furnish the Regional War Labor Board with a notarized list of its members in good standing as of that date.

The Union, its officers and members, shall not intimidate or coerce employees into joining the Union or continuing their membership therein.

(b) If a dispute arises as to whether an employee (1) was a member of the Union on the date specified above or (2)

was intimidated or coerced during the fifteen-day "escape period" into joining the Union or continuing his membership therein, such dispute may be submitted for determination by an arbitrator to be appointed by the Regional War Labor Board. The decision of the arbitrator shall be final and binding upon the parties.

(c) If a dispute arises as to whether an employee (1) has failed to maintain his membership in the Union in good standing after the aforesaid date, or (2) was intimidated or coerced into joining the Union after the aforesaid date, such dispute may be submitted for determination by an arbitrator to be selected by special agreement. In the absence of such special agreement the arbitrator will be selected by the Regional War Labor Board on due application. The decision of the arbitrator shall be final and binding upon the parties.

**Section 3.** The Company agrees not to bargain collectively with any other organization or group in respect to rates of pay, wages, hours, dismissals and other conditions of employment during the life of this agreement.

**Section 4.** The Company agrees that the employees covered by this agreement will not be required to use tools, dies, jigs, fixtures, supplies, parts or raw materials or such other equipment essential to the efficient operation of the plant produced under strike conditions. The Company further agrees that they will not discriminate against the Union Label.

## **ARTICLE II**

### **Representation**

**Section 1.** The employees shall be represented by a shop steward in each department for the purpose of settling any disputes that may arise within a department. The employees shall also be represented by an executive shop committee, including a Chairman and a Secretary, elected in any manner determined by the members of the Union, not on the Company time or property. The Company will negotiate all grievances (that cannot be settled between a shop steward and a foreman) with the executive shop committee. The executive shop committee shall be composed of seven (7) members, including the Chair-

man and the Secretary, and elected by the membership.

**Section 2.** The shop stewards and members of the executive shop committee shall all have been employees of the Company for one year. The executive shop committee shall not be composed of more than two members from any particular department.

**Section 3.** The management will notify the committee twenty-four (24) hours in advance of any mass layoff involving an entire department or as many as ten (10) employees, unless conditions are beyond the control of the management, in which instance they will give the executive shop committee all possible notice. The management will notify the department shop steward as far in advance as possible before any individual is laid off.

**Section 4.** No employee shall be penalized, suspended or discharged until the executive shop committee has been called into negotiations on the issue. The department steward will be notified immediately of any reprimand given an employee by the supervision.

**Section 5.** Should any differences arise between the Company and employee or employees of the Company as to the meaning or application of any of the provisions of this agreement, or should any local trouble of any kind arise in the plant, there shall be no suspension of work on account of such differences until the grievance procedure provided herein has been exhausted in an honest effort to settle such differences. All grievances shall be submitted and answered in writing. The grievance procedure shall be as follows:

(a) Between the shop steward and the foreman of the department where the grievance originated.

(b) Between the shop steward, the committee chairman, one committeeman and the general superintendent of the plant. The chairman, committeeman and steward are to report to their foreman on leaving and returning to their departments.

(c) Between the representatives of the executives of the Company and the executive shop committee and representatives of the International Union or local union.

The Company agrees to give their final decision on any appealed grievances by the executive shop committee within a period of seven (7) days.

(d) Should the grievance procedure herein set forth fail to bring about a satisfactory settlement of any differences that might arise, the Union will not be considered as having violated any provision of this agreement by resorting to strike action upon authorization by the International Union, United Automobile Workers, C. I. O.

(e) The shop committee shall be allowed one and one-half hours each Tuesday afternoon for a conference on grievances for presentation to the management.

(f) The management agrees to meet with the shop committee at 2:00 P. M. each Wednesday. The committee shall submit all unsettled grievances to the management by Tuesday afternoon of each week with the privilege of presenting grievances arising on Wednesday morning. In the event the plant manager cannot be present at the weekly meeting

the plant superintendent shall act with full authority to give answers and settlement to any grievances presented in such meeting.

(g) The Company agrees to pay the shop committeemen their average hourly rate for lost time devoted to negotiating contracts or grievances.

### ARTICLE III

#### Seniority

**Section 1.** Plant seniority will be observed and the same will be determined by the date of hiring for the employee or employees involved.

**Section 2.** In order to avoid any misunderstanding, as to the application of seniority, it is understood that seniority is to be applied, first to the department, second, to the plant. When employees are transferred from one department of the Company to another, their seniority will be transferred to their new department.

**Section 3.** Employees called for work shall report at the time specified in the notice but shall not lose their seniority standing if sufficient reason is given within three working days for not so report.

ing. Immediate notice will be given the Chairman of the executive shop committee of any employee failing to report within the specified period of time.

**Section 4.** The seniority list will be made up and kept up to date and will be made available at all reasonable times to the executive shop committee and the shop stewards. A seniority card will be furnished each employee by the Company, showing the date of hiring for said employee.

**Section 5.** During layoffs and rehirsals, strict seniority shall be observed except as otherwise provided in this agreement.

**Section 6.** Upon application, reasonable leaves of absence will be granted for good cause without loss or change of seniority standing. Any employee elected or appointed to a representative position in any union affiliated with the C. I. O. shall retain his or her seniority standing for a period of time not to exceed one year but may be renewed from time to time.

**Section 7.** No member of the executive shop committee shall be made a foreman during his or her term of office.

**Section 8.** Employees will not lose seniority rights when they remain off from work on account of sickness or injury, provided the Company is notified within three working days of such sickness or injury. Employees shall notify the Company in case of change of their address.

Strict seniority shall rule in the case of employees returning to work following an indefinite leave of absence and employees physically unable to perform their regular job on doctor's orders.

**Section 9.** All members of the executive shop committee, the Chairman and Secretary and shop stewards shall head the seniority list during their term of office, but shall be returned to their original seniority standing upon termination of their service on said committee or as steward.

**Section 10.** All employees shall be considered as on probation for a period of sixty days after their date of hiring and there shall be no responsibility for re-employment of probationary employees if they are laid off or discharged during this period.

**Section 11.** All employees with sixty days accumulated service with the Company will be placed on the seniority list in order of their date of hiring.

**Section 12.** When it becomes necessary to reduce the working force, layoffs shall be made as follows:

- (1) All probationary employees are to be laid off first.
- (2) All employees of one year or less to be laid off next.
- (3) Employees of one year to four years service shall then be laid off. The layoffs shall be made strictly by seniority.
- (4) Hours will be reduced gradually to four (4) eight (8) hour days or thirty-two hours per week. Should further reductions become necessary, four eight-hour days and the thirty-two hour week will be maintained and the necessary additional reductions shall be made by layoffs according to strict seniority.

**Section 13.** Employees may be retained or recalled without strict observance of seniority for starting or maintaining the

proper flow of production, preparing plant tools or equipment, upon mutual agreement between the executive shop committee and the management that no employee with more sniority is qualified to do the work.

**Section 14.** All transfers of employees subject to the provisions of this agreement to jobs of a higher rate of pay or involving a higher standard of working conditions, shall be made by mutual agreement between the executive shop committee and the management and shall be based upon seniority and the ability of the employee or employees involved to do the work. The Company further agrees to discuss any vacancy in the staff of supervision with the executive shop committee and give due consideration to the recommendation of the committee for filling the vacancy.

**Section 15.** In accordance with War Labor Board General Order No. 16 female employees shall be paid the same as male employees for comparable quality and quantity of work on the same or similar operation.

Male employees shall not be replaced by female employees for the purpose of reducing wage rates, provided the Company has the privilege of using male employees for experimental and setting up of new jobs.

**Section 16.** The Company will give preference to employees in regard to seniority on the different working shifts.

**Section 17.** In case of abolition of work due to any changes in the methods of production the employee or employees involved shall be transferred to another job of a comparable rate of pay, wherever possible.

**Section 18.** Seniority rights shall be forfeited only if an employee quits on his or her own accord, or is discharged for proper cause, unless otherwise provided in this agreement.

**Section 19.** Employees will be granted leave of absence and seniority will accumulate during such leaves, who volunteer for service in the armed forces of our nation during war involving this country, or who are drafted into service of any nature by the United States Gov-

ernment provided they are honorably discharged, are physically capable of working and report for work to the Employment Office of the Company within ninety (90) days after their discharge. It is understood that the Company shall have a period of thirty (30) days from the date the employee reports for work in which to effect reinstatement. In the event that any such employee is honorably discharged and reports for work within ninety (90) days after his discharge, but is physically unable to work at the time of reporting for work, he shall have the right to apply for an additional leave of absence for not to exceed two years, provided said employee shall continue to remain physically unable to work during such leave. Physical ability to work when the question is controversial shall be subject to Section 10, Sub-Section C, D, or E of Article IV of the general agreement.

## **ARTICLE IV**

### **General Working Conditions**

**Section 1.** Any employee reporting for work and then sent home or refused work shall receive not less than two hours pay

at his or her regular hourly rate, unless said employee was notified not to report. Waiting time, due to lack of materials or break-down, is to be paid for at the guaranteed hourly rate.

**Section 2.** No shut-down or curtailment of production because of reduction in volume, lack of sales, shortage of material or similar cause, shall be deemed a lock-out, within the meaning of this agreement.

**Section 3.** The executive shop committee shall be notified of all layoffs and of the intention to hire additional employees when the seniority list is exhausted.

**Section 4.** Employees transferred from one job to another shall receive the wage rate the job pays, provided however, that it will not be compulsory for any worker to accept the job offered and his non-acceptance will not be considered a violation of this agreement.

**Section 5.** There shall be a five minute rest period twice a day, one in the morning and one in the afternoon, for all departments.

**Section 6.** In the event any employee is discharged by the Company and he believes he has been unjustly dealt with, such alleged injustice shall constitute a case arising under the method of adjusting grievances herein provided. In the event it is decided under the rules of this agreement that an injustice has been dealt the employee, such employee in the case of the injustice proven, shall receive full pay by the Company for time lost. All such cases of discharge shall be taken up and disposed of within five days from the date of discharge.

**Section 7.** The Company agrees to continue the same policy of operation in the Tool Room in the future as it has in the past.

**Section 8.** There shall be no production work performed by any foreman, confidential clerk or any other salaried employee of the Company on any job of an employee represented by the Union.

**Section 9.** The Company agrees that no employee will work on any job in the Tool Room or Maintenance Department except employees duly hired for, or per-

manently transferred to said departments. An exception shall be mutually agreed upon by the executive shop committee and the management.

**Section 10.** (a) Unlicensed medical personnel shall be under the direct supervision of a licensed attending physician.

(b) First aid men shall not remove foreign bodies from eyes, give medication or prescribe treatment.

(c) Any employee shall have the right to take the copy of any report or statement, which the Company or insurance carrier wishes him or her to sign, out of the plant for advice before signature. No statement will be taken from an employee without a witness of his own choice.

(d) Employees shall receive reports of examinations and laboratory tests made by a Company physician or insurance carrier physician upon request.

(e) No employee shall be denied the right to his or her job for reason of ill health or injury if family physician of said employee says he or she is able to work. In case of dispute between the Company physician and the employee's

physician the case shall be decided by a neutral physician agreeable to both parties.

(f) The Company agrees to take all necessary precautions and provide safeguards, medical, mechanical or otherwise, as will protect the employees from occupational diseases.

(g) The Company further agrees to assume full responsibility for any of its employees who may become affected by diseases connected with their employment insofar as medical care, hospitalization and compensation are concerned, as may be required by the laws of Indiana.

**Section 11.** When a vacancy occurs in any department covered by the agreement due to death of an employee, a quit, or a discharge and in the case of new work opening up, the Company shall post notice thereof, stating the nature of the work, the basic rate of pay, and the number of hours to be worked. Employees shall have the privilege of bidding for such vacancy and the Company shall fill the vacancy from among those who bid in accordance with the principle of sen-

iority and qualifications. The posting procedure, however, need not be followed if the vacancy is to be for less than a sixty (60) day period. Any employee who bids for and is transferred to another job and who fails to properly perform the work on said job, shall be returned to his original job without prejudice to him except that he shall forfeit all his bidding rights for a period of ninety (90) days.

**Section 12.** Non-productive employees shall be given work when productive employees work, providing there is work for them.

**Section 13.** When and as approved by the plant manager, the Company grants to the Union the privilege of using the department, Bulletin Boards for posting Union business, and will post such bulletins for the Union.

## **ARTICLE V**

### **Vacations**

**Section 1.** Employees with less than five (5) years of seniority shall receive one (1) week's vacation with 2 cents per hour vacation pay for each hour of work up to a maximum of 2200 hours. An em-

ployee with more than five (5) years of seniority shall receive two (2) weeks' vacation with 3½ cents per hour vacation pay for each hour worked up to a maximum of 2200 hours. An employee with more than one (1) and less than five (5) years of seniority shall receive a guarantee of 40 hours' vacation pay. All employees with more than five (5) years of seniority shall receive a guarantee of 60 hours' vacation pay. Employees with less than one (1) year of seniority shall receive a guarantee of 30 hours' pay provided they have worked nine months out of the year—a guarantee of 34 hours' pay provided they have worked ten months out of the year, and a guarantee of 40 hours' pay provided they have worked eleven months or more out of the year.) These vacation privileges shall be retroactive to August 1, 1943.

**Section 2.** Vacation pay shall in every case be determined over the period June 1, 1943, to June 1, 1944, based on the employee's average straight time hourly earned rate over the three last months.

**Section 3.** Vacations as far as possible

will be granted during the month of June. Vacations granted other than during the month of June will be upon mutual agreement between the executive shop committee and management.

## **ARTICLE VI**

### **Hours**

**Section 1.** The work week shall consist of forty hours and shall be based on five eight-hour days from Monday to Friday inclusive. Time and one-half shall be paid for over eight hours in any one day or forty hours in any one week. Time and one-half shall be paid for all work performed on Saturday except continuous operations. Only the Oxide and the Generator room shall be defined as continuous operations. Time and one-half shall be paid to non-production employees for work performed other than during their regular established eight-hour working shift. Any change or alteration in the working schedule of these employees shall be made by mutual agreement between the executive shop committee and management.

**Section 2.** Double time shall be paid for

work performed on Sundays and Holidays except on continuous operations. The following days shall be considered Holidays: Sundays, Labor Day, Decoration Day, July 4th, Thanksgiving Day, Christmas Day and New Year's Day.

**Section 3.** There will be no work performed on election days officially recognized by the State of Indiana unless by mutual agreement between the Company and the executive shop committee, except on continuous operations.

**Section 4.** Shifts working in the future as they have in the past, which begin or run into Saturday, Sunday or a designated holiday are to be paid straight time.

## ARTICLE VII

### Wages

**Section 1.** The Company agrees to establish a minimum wage for all male employees of 76 cents per hour and a minimum of 65 cents pay for all female employees. It is understood that the term minimum, as specified in this agreement, shall be the lowest wage paid any employee.

**Section 2.** Employees on the second and third shifts will receive a bonus of 5 cents per hour, retroactive to August 1, 1943.

**Section 3.** Employees while performing a non-rated piece work job shall receive their average rate of pay until the job is rated. The method of determining average pay is as follows:

- (1) On temporary transfers to non-rated piece work jobs:

For part of a day—on regular job earnings that day.

For one or two full days—on regular job earnings average for the next preceding three days.

For three or more days—on regular job earnings for the next preceding calendar month provided: (a) Employees who take on a different regular piece work job in a group will through the first calendar month be paid the efficiency of the carry-over members of the group, subject to correction to the group's earned efficiency for that month, if less. (b) Employees

who take on a different regular piece work job not in a group will through the first four week period be paid the estimated efficiency on that job corrected to the earned efficiency for that period. The corrected efficiency will govern to the end of the calendar month. Thereupon the efficiency for the first full calendar month will be the basis for the following month's average.

- (2) On Machine Plate Pasting. For types DM, DN—on the average efficiency of the No. 4 Van Wert machine for the next preceding month.
- (3) For the Union Committee members when attending committee or grievance meetings with management—on average hourly earnings during the next preceding calendar month.

Average rates are in every case based on straight time hourly earnings on regular job during a regularly scheduled plant work period.

Average pay, before being offered or made effective, must without exception be

approved by the Superintendent or Plant Manager.

Workers on flat rate jobs will receive the wage rate the job pays.

**Section 4.** The Company further agrees that the present system of pay will not be changed or altered in any way, unless agreed to by the executive shop committee.

**Section 5.** Any employee feeling that his or her job is improperly timed may request an immediate retiming of the job, through their representatives of the Union.

**Section 6.** It is mutually agreed that the agreement may be re-opened for reconsideration of wage rates if and when as verified by reports of Federal, State or other recognized authorities the cost of living in the Indianapolis area rises above today's living cost in an amount to justify and for other amendments or other modification should conditions now unforeseen warrant such action.

## ARTICLE VIII

### Duration of Agreement

**Section 1.** This agreement shall become of full force and effect upon the day of signing and shall continue in full force until August 1, 1944, and thereafter shall continue in full force and shall be considered as being renewed from year to year in its entirety for a period of one year on each renewal, unless notification is given by either party of their desire to modify or amend or terminate said agreement before date of expiration, in such case both parties agree to start negotiations within fifteen (15) days after such notice is given. This agreement supersedes any agreement that may have been entered into prior to the signing hereof provided it shall be understood that the agreement may be superseded, amended, or modified by any agreement which may be reached between the Executive Officers of the Electric Auto-Lite Company and the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, CIO, which

cover labor relations in organized plants of the Electric Auto-Lite Company.

### CONCLUSION

Nothing herein shall be construed either as superseding, or as in effect if in conflict with the provisions of any and all Executive Orders and the official interpretation of such orders, valid during the life of this agreement.

Nothing herein shall permit the Union or any of its members to assume that they have any authority to officiate in a managerial or supervisory capacity. Any member who violates the terms of this agreement shall be subject to disciplinary measures by the Union. If the Company violates any terms of this agreement, it shall be considered a gesture of bad faith on the part of the Company and subject to immediate correction through the established bargaining procedure.

PREST-O-LITE BATTERY CO., INC.

H. E. KOMITCH, Vice President.

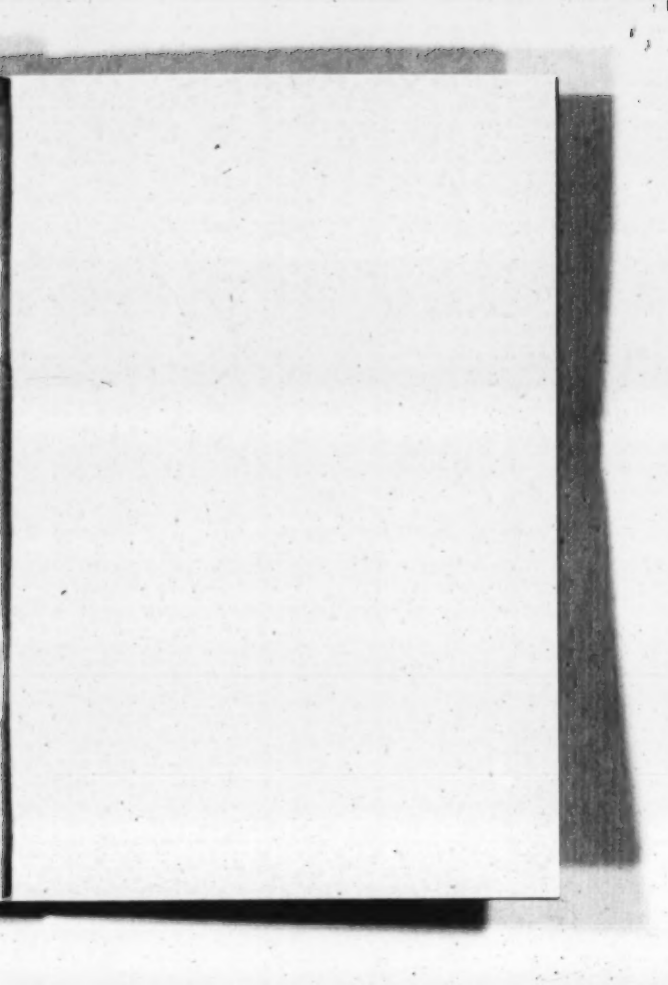
Local 226, International Union, United  
Automobile, Aircraft, Agricultural

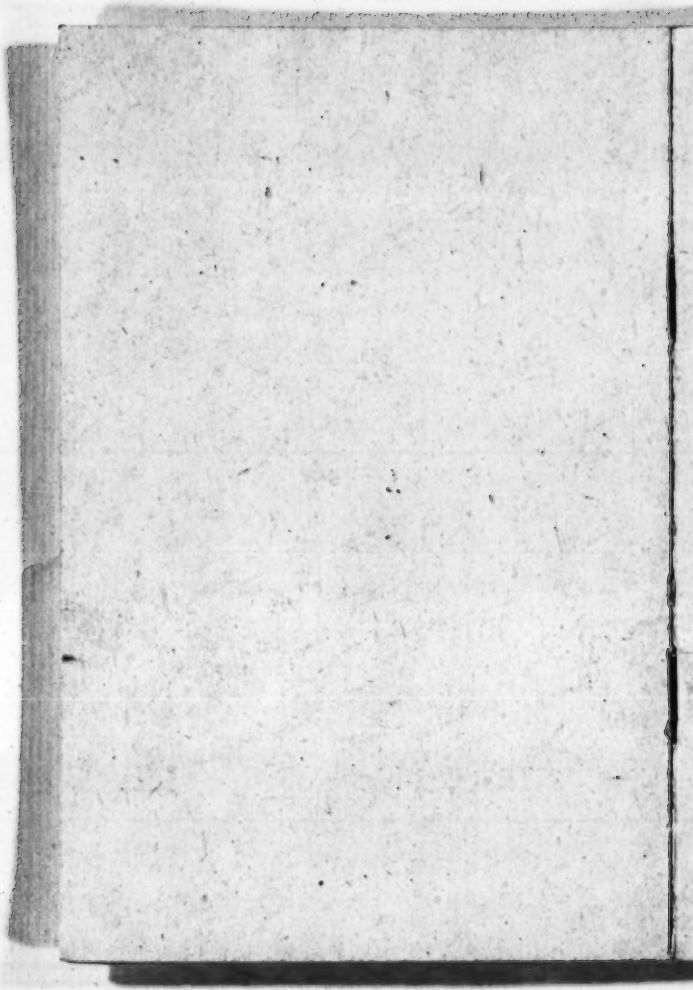
Implement Workers of America  
(UAW-CIO),

EMERY HART  
KEITH SLUDER  
LEO TRAYLOR  
HARRY A. WILLIAMS  
LLOYD TOMLINSON  
HAROLD PHILLIPS  
CHARLES SHELBY

International Union, United Automobile, Aircraft, Agricultural Implement Workers of America (UAW-CIO),

ARNOLD ATWOOD





# AGREEMENT

*between*

MCQUAY-NORRIS MANUFACTURING Co.  
*Indianapolis Division Plant*  
(hereinafter called the Company)

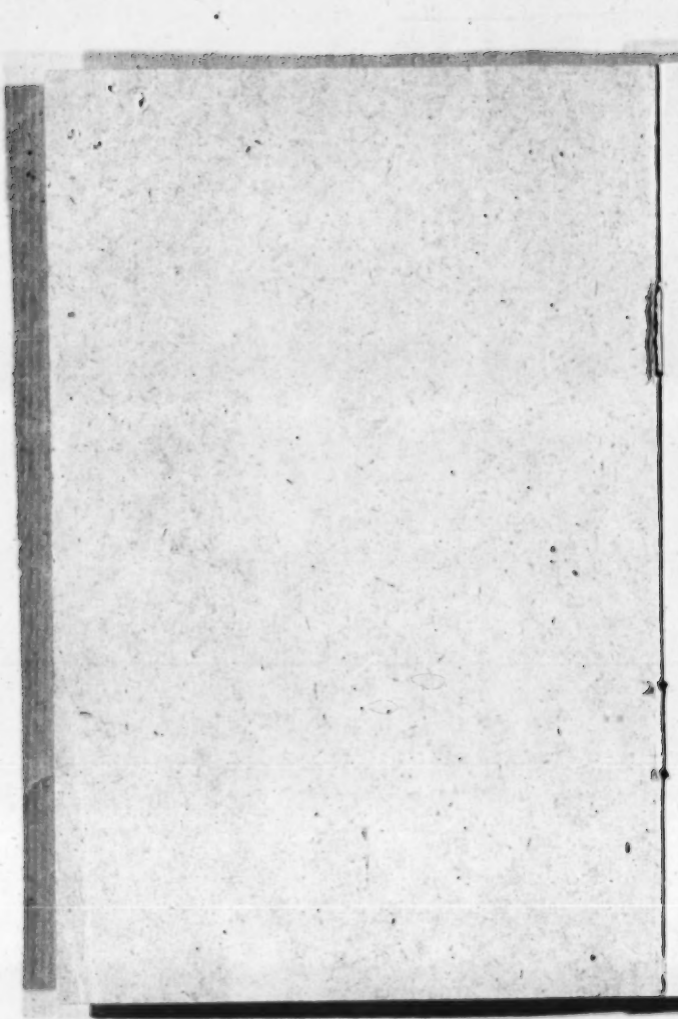
*and*

INTERNATIONAL UNION, UNITED  
AUTOMOBILE, AIRCRAFT AND  
AGRICULTURAL IMPLEMENT WORKERS  
OF AMERICA, LOCAL No. 226  
(hereinafter called the Union)



*Affiliated with the Congress of  
Industrial Organizations*





# AGREEMENT

*between*

MCQUAY-NORRIS MANUFACTURING Co.  
*Indianapolis Division Plant*  
(hereinafter called the Company)

*and*

INTERNATIONAL UNION, UNITED  
AUTOMOBILE, AIRCRAFT AND  
AGRICULTURAL IMPLEMENT WORKERS  
OF AMERICA, LOCAL No. 226  
(hereinafter called the Union)





## ARTICLE 1—RECOGNITION & SCOPE

**Section (1).** The Company agrees that the Union shall be the exclusive representative of all the employees of the Indianapolis Division of the Company for the purposes of collective bargaining, in respect to rates of pay, wages, hours of employment, or other conditions of employment.

**Section (2).** It is understood and agreed that this agreement shall not include foremen, assistant foremen, supervisors in charge of any classes of labor, watchmen, clerks or any salaried employees. All employees included in this paragraph shall be considered non-productive and will not be expected to do regular productive operations. They will be considered foremen and supervisors, with power to hire and fire, or recommend to hire and fire, and will only be allowed to do productive work in an emergency, but not as a regular routine, part time or otherwise. All employees who are required to do productive work for certain periods and to direct the work of other employees in other periods will be called "Group Leaders". They will not have the right to hire and fire and may join the Union if they choose.

## ARTICLE 2—REPRESENTATION

**Section (1).** The employees shall be represented by a Shop Bargaining and

Grievance Committee of not more than six (6) members, who shall be elected in any manner determined by the Union. The number of Shop Stewards for handling grievances shall be determined by mutual agreement.

### ARTICLE 3—DISCRIMINATION

**Section (1).** The Company agrees not to discriminate against, intimidate, coerce or use any unfair tactics on any employees of the Company because of their affiliation with the Union, and the Union agrees not to intimidate, coerce, or use any unfair tactics on any employees of the Company.

**Section (2).** It is understood and agreed that the Union will not solicit membership or union dues on company time.

### ARTICLE 4—UNION SECURITY

**\*Section (1).** All employees who, fifteen (15) days after July 2nd, 1943, are members of the Union in good standing in accordance with the constitution and by-laws of the Union, and all employees who thereafter become members, shall, as a condition of employment, remain members of the Union in good standing for the duration of this contract.

The Union shall promptly furnish the National War Labor Board a notarized list

of its members in good standing as of the fifteenth (15th) day after July 2nd, 1943. If any employee named on that list asserts that he withdrew from membership in the Union prior to that day, and any dispute arises, or if any dispute arises as to whether an employee is or is not a member of the Union in good standing, the question as to withdrawal or good standing as the case may be, shall be adjudicated by an arbiter appointed by the National War Labor Board, whose decision shall be final and binding on the Union, the employee and the Company.

The Union agrees that neither it nor any of its officers or members will intimidate or coerce employees into membership in the Union. If any dispute arises (as to whether any employee affected by this clause has been deprived of good standing in any way contrary to the constitution and by-laws of the Union), the dispute shall be regarded as a grievance and submitted to the grievance machinery, and, if necessary, to the final determination of an arbitrator appointed by the National War Labor Board in the event that the collective bargaining agreement does not provide for arbitration.

## ARTICLE 5—GRIEVANCE PROCEDURE

**Section (1).** Should a difference arise between the Company and the Union as to

the meaning, interpretation or application of the provisions of this agreement, or should grievances of any kind arise in the plant, there shall be no suspension of work on account of such grievances, until an earnest effort shall have been made to settle such grievances in the following manner:

**\*STEP (A)** Between any employee having a grievance, or a designated member of a group having a grievance, and the foreman of the department, with or without the shop steward at the option of the aggrieved employee or group designee; if not settled, the grievance shall be reduced to writing on forms provided by the Company and signed by the employee and foreman involved and referred to.

**\*STEP (B)** Written grievances shall be negotiated between the Zone Committeemen and the Superintendent within twelve (12) working hours after the grievance is reduced to writing. At the option of either the Zone Committeeman or the Superintendent the parties signing the grievance may be called in. The Superintendent shall give his answer in writing, properly signed, to the Zone Committeeman.

**Section 4 of N.W.L.B. Directive:**

\*The parties shall continue their past practice in regard to pay for Union representatives for time spent on grievance pro-

ceedings and shall describe that practice in writing and incorporate it in their contracts. In the event that the parties cannot agree as to their past practice, the Board will appoint an investigator to determine the facts.

(Note: Steps A and B and Section 4 as shown above were directed by the National War Labor Board. Section 4 has been appealed by the Union and the final provisions for Steps A and B and Section 4 will be determined by the National War Labor Board's action in this appeal).

STEP (C) A meeting shall then be held between members of the Shop Bargaining and Grievance Committee designated by the Union, with one alternate, and the Manager of the Division.

STEP (D) A meeting within seven (7) calendar days between members of the Shop Bargaining and Grievance Committee and an International Representative of the Union, and representatives of the executives of the Company at the Division involved.

STEP (E) In the event the dispute shall not have been satisfactorily settled within seven (7) days after the meeting between representatives of the Union and the executives of the Company, the matter shall then be submitted to binding

arbitration in the following manner: Within seven (7) days the Union shall select one man and the Company shall select one man. Within another seven (7) days the above two men shall select a third (3rd) man. If, at the end of the above period, the above two men have not selected a third man, the National War Labor Board will then be asked to select a third man. The expenses of the above arbitration, with the exception of the representatives of the Union and Company, shall be borne equally by both parties.

**Section (2).** The Shop Bargaining and Grievance Committee shall meet when necessary with the Division management; the time and place to be mutually agreed upon.

**Section (3).** The Company must be notified of a claim of wrongful suspension or discharge within three (3) working days after same occurs and the case shall be taken up promptly and diligent efforts made to dispose of it within five (5) working days.

## ARTICLE 6—SENIORITY

**\*Section (1).** Except as otherwise provided herein, seniority shall prevail by departments of the Division, as follows:

- \* \* Can Line
- \* \* Brass and Steel Bearing Flange  
Casting Department
- \* \* Tool Room Department
- \* \* Inspection Department
- \* \* Magnesium Department
- \* \* Packing Department
- \* \* Shipping Department
- Maintenance

**Section (2).** In layoffs and rehiring the management shall give preference to greater seniority, provided that the aptitude and ability of the senior employee is relatively equal to that of the junior employee. With the exception of emergency layoffs, at least twenty-four (24) hours' notice of a layoff shall be given to the Shop Bargaining and Grievance Committee and the employees affected, indicating whether layoff is by seniority or by exception to seniority. Any question arising under this procedure shall be handled as a grievance under the regular grievance routine. In advance of layoffs, the management shall discuss with the Shop Bargaining and Grievance Committee or steward, or both, all proposed layoffs which are not in accord with strict seniority.

**Section (3).** All new employees will be placed on probation for a period of six months pending their rejection or acceptance by the Company as regular employees.

\* Women's jobs before war  
\* \* " on " now -

yees. At the end of the six month period of probation, their seniority rating will start from their original hiring date.

**\*Section (4).** On request of the Union an elected Shop Steward will be given seniority preference at the time when lay-offs occur within the department for which he is acting as Steward. An elected local officer, upon request of the Union, will be given ~~seniority~~ preference in the department in which he is employed. In every such case the Steward and the local officer must be capable of doing the job that is available.

**Section (5).** The Union recognizes that the management of the works and the direction of the working forces, including the right to hire, promote, suspend for discharge for proper cause, or transfer, and the right to relieve employees from duty because of lack of work or for other legitimate reasons, is vested in the Company.

**Section (6).** A voluntary quit, a discharge, or twenty-one (21) consecutive months of unemployment results in loss of seniority.

The Union agrees that if an employee is notified to report for work and does not report or give a satisfactory excuse within three (3) days to the Company and the

Union, he shall be considered as having voluntarily quit.

**Section (7).** When an employee is transferred from one department to another, he shall retain his seniority in the old department for sixty (60) days. At the end of that period, his seniority in the old department becomes effective in the new department.

**Section (8).** It is understood that the Division Seniority list will be made up on a basis of accumulative service of all employees of the Division.

**Section (9).** The Company will furnish to the Committee a complete seniority list every ninety days. The names of persons of Leave of Absence will also be shown on this list.

**Section (10).** If there is an opening on a job in the plant, other than common labor, or a new job is started in the plant, the Company shall notify the Shop Bargaining and Grievance Committee and post said jobs on the bulletin boards if possible at least three (3) days in advance. Employees shall have the opportunity of applying for the jobs. In selection, preferred consideration shall be given to those who apply and proper consideration will be given to seniority and capability.

**\*Section (11).** If a department or operation is done away with for any cause, the employee affected shall be transferred to another job which in the judgement of the management he is capable of doing. It is understood that the transfer shall be at the prevailing rates for the job to which he is transferred, and that the employee shall not lose seniority as a result of such transfer.

## ARTICLE 7—LEAVE OF ABSENCE

**Section (1).** Any employee who is drafted or called for military service or training will, upon his return, be accorded all the privileges and benefits, such as accumulative seniority, etc., as provided by the Acts of Congress known as: Active Military Service, National Guard, Reserve, and Retired Personnel Act of 1940, and "Selective Training and Service Act of 1940", which reads as follows:

### **"Subsection b:**

In the case of any such person, who in order to perform such active duty or such service or training, has left or leaves a position other than a temporary position in the employ of an employer and who:

- (1) receives such certificate of honorable discharge,

- (2) is still qualified to perform the duties of such position,
- (3) and makes application for re-employment within 40 days after he is relieved from such active duty, service, or training:

(B) If such person was in the employ of a private employer, such employer shall restore such person to such position or to a position of like seniority status and pay unless the employer's circumstances have so changed as to make it impossible or unreasonable to do so.

(C) Any person who is restored to a position in accordance with the provisions of paragraph (B) of sub-section (b) shall be considered as having been on furlough or leave of absence during his period of training and service in the land or naval forces, shall be restored without loss of seniority, shall be entitled to participate in insurance or other benefits offered by the employer pursuant to established rules and practices relating to employees on furlough or leave of absence in effect with the employer at the time such person was inducted into such forces, and shall not be discharged from such position without cause within one year after such restoration."

**Section (2).** Any employee being elected to a permanent office in or as a delegate to any labor activity necessitating a temporary leave of absence, shall be granted such leave of absence, and at the end of the term in the first instance or at the end of the mission in the second instance, be granted re-employment with accumulative seniority standing, provided it does not exceed twelve (12) months. Any extension beyond the twelve (12) months leave of absence must be approved by the management.

## ARTICLE 8—HOURS OF WORK

**Section (1).** Eight (8) consecutive hours or less shall constitute a day's work. Five (5) consecutive work days of eight (8) hours each shall constitute a week's work, exclusive of Saturday and Sunday. (Note: The provisions quoted above are on a peace-time basis and for the period of the emergency are subject to the President's Executive Order No. 9240 effective October 1, 1942.)

**Section (2)** Employees requested to report for work and prevented from performing services shall be paid a minimum of two hours at their average hourly earned rate of pay. It is understood that employees shall promptly notify their foreman whenever they are out of work. Employees forced to wait for work shall be

paid for all waiting time at their average hourly earned rate of pay. This rule will not apply in case of the employee notified in advance of his shift starting time not to report, or in the case of an employee on furlough who reports without being called, or in the case of an emergency such as fire, flood or power failure, gas or water failures, or any other condition beyond the control of the employer.

**Section (3).** Occasionally it is found desirable to transfer an employee temporarily to another job (in the same or some other department in order to take advantage of certain skill or ability which the employee possesses. In order that the employee be not penalized financially while on such a special assignment, the employee will be paid a special rate which will not be less than his average earned rate for the previous four weeks of production.

**Note:** It is agreed between the committee and management that this paragraph will be rewritten and included at a later date.

**Section (4).** Departments shall have a fixed starting time and the regular starting time shall not be changed without first giving the Shop Bargaining and Grievance Committee twenty-four (24) hours' advance notice. All notices of change in

starting time shall be posted on the Bulletin Boards, but not until discussed with the Shop Bargaining and Grievance Committee.

**Section (5).** Any employees working other than the day shift shall receive a bonus of 5c per hour. The day shifts will be those that are started after 5:00 in the morning and completed before 7:00 in the evening.

## ARTICLE 9—HOLIDAYS

**Section (1).** It is agreed that Sundays, New Year's Day, Decoration Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day, and Christmas Day shall be recognized as holidays and paid at double time. (Note: The holiday provisions quoted above are on a peace-time basis and for the period of the emergency are subject to the President's Executive Order No. 9240 effective October 1, 1942.)

## ARTICLE 10—OVERTIME

**Section (1).** All time worked in excess of eight (8) hours per day of forty (40) hours per week or on Saturdays will be considered overtime and paid for at the actual minute basis at the rate of time-and-one-half. (Note: The overtime provisions quoted above are on a peace-time basis and for the period of the emergency

are subject to the President's Executive Order No. 9240 effective October 1, 1942.)

**Section (2).** Any meal period of twenty-five (25) minutes or less will be paid for at the average hourly rate.

**Section (3).** Firemen shall be excluded from all overtime clauses except for forty (40) hour week.

## ARTICLE 11—WAGES

**Section (1).** Any wage changes are subject to direction or review by the National War Labor Board.

**Section (2).** If women are placed on jobs formerly performed by men, or in a classification of work ordinarily performed by men, the wage rates for these women shall be set in accordance with the principle of equal pay for comparable quality and quantity of work on comparable operations. Any dispute arising as to the question of quantity, quality or comparability as herein defined shall be settled in the procedural framework of the grievance procedure in this agreement.

**\*Section (3).** Any new piece rate set by the Company or modification upward or downward by the Company of any existing piece rates which, after a two week trial, is not satisfactory to the employee or em-

ployees involved may be taken up as a grievance and shall follow the usual grievance procedure. In the event of such a rate grievance, the facts and record of time studies involved in the specific case shall be made available to the parties at the meeting held at Steps B, C, D, and E of the Grievance Procedure.

**Section (4).** Group Insurance benefits will be continued as in the past.

## ARTICLE 12—VACATIONS

**\*Section (1).** Employees who have been on the payroll continuously for one year prior to June 1 of each year shall receive a vacation of one week with pay amounting to forty hours' earnings. Earnings are to be based on the fixed hourly or piece work rates, exclusive of overtime and night shift premiums, for a normal week in the quarter prior to June 1st of each year, such normal week to be agreed upon by the Company and the Shop Bargaining and Grievance Committee, provided, however, that no employee shall receive less under this clause than he would have received under the vacation plan provided in the previous agreement. If, for the duration, conditions necessitate the foregoing of earned vacations, employees shall be paid their vacation earnings in lieu thereof.

## ARTICLE 13—MISCELLANEOUS

**Section (1).** New employees shall be advised in writing in respect to wage policy and working conditions at time of employment.

**Section (2).** The Company will furnish Bulletin Boards for the exclusive use of the Union for the purpose of posting local notices or other information of interest to local members, provided that copies of all such notices will be furnished to the Company, and provided that nothing is posted derogatory to the Company.

## ARTICLE 14—TERM

**Section (1).** This contract shall remain in full force and effect from the date of its signature until October 1, 1944, and thereafter from year to year, unless at least thirty (30) days' notice in writing to terminate or amend is given by either party to the other previous to the anniversary date.

**Section (2).** It is agreed that within thirty (30) days after such notice is given, a conference shall be held between representatives of the Company and of the Union for the purpose of considering the desired changes.

**Section (3).** It is agreed that the Wage Section may be opened for discussion and adjustment on April 1st and October 1st of each year. It is understood and agreed that the provisions of this paragraph may not be availed of by either party unless that party gives notice in writing to the other party on or before April 1st and on or before October 1st to that effect.

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**NOTE:** Those provisions in this agreement marked with an asterisk are not the result of a mutual agreement by collective bargaining but are included by the direction of the National War Labor Board exercising its war emergency power in an order dated July 9th, 1943.

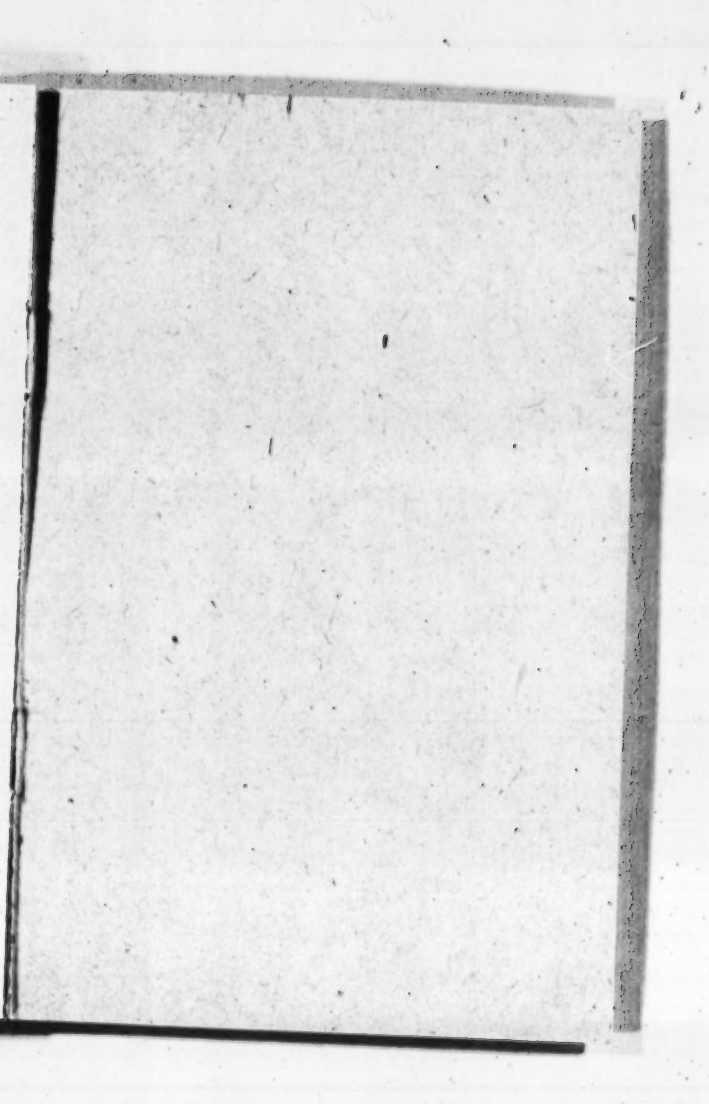
Signed this 31st day of December, 1943.

**McQUAY - NORRIS MANUFACTURING CO.,** Indianapolis Division.

R. F. Crom  
A. J. MUMMERT

**INTERNATIONAL UNION, UNITED  
AUTOMOBILE, AIRCRAFT AND AGRI-  
CULTURAL IMPLEMENT WORKERS  
OF AMERICA,** Local No. 226.

John Bartee, Intl. Rep.  
Harry E. Brown  
Orville E. Beeler  
Floyd Herald  
E. P. Aldrich





37

# AGREEMENT

By and Between

P. R. MALLORY & CO., INC.

and the

UNITED ELECTRICAL, RADIO AND  
MACHINE WORKERS OF AMERICA

Local 1001





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# **AGREEMENT**

*By and Between*

**P. R. MALLORY & CO., INC.**

*and the*

**UNITED ELECTRICAL, RADIO AND  
MACHINE WORKERS OF AMERICA**

**Local 1001**

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# **A G R E E M E N T**

*By and Between*

**P. R. MALLORY & CO., INC.**

*and the*

**UNITED ELECTRICAL, RADIO AND  
MACHINE WORKERS OF AMERICA**

*Local 1001*

AGREEMENT, dated May 22, 1942, by and between UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA, LOCAL No. 1001, (hereinafter referred to as the "Union"), and P. R. MALLORY & Co., INC. (hereinafter referred to as the "Company"),

## **WITNESSETH:**

WHEREAS, the Union represents to the Company that it is authorized to act as the exclusive bargaining agency by a majority of the employees covered by this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, it is hereby agreed as follows:

## **DEFINITIONS**

(1) For the purposes of this Agreement, the term "employees" shall mean all employees in the employment of the Company at its plants located at 3029 and 1311-25 East Washington Street, Indianapolis, Indiana, except:

- (a) Engineering Department Employees
- (b) Foremen and Assistant Foremen
- (c) Model Shop Employees
- (d) Office Employees
- (e) Salaried Employees

- (f) Time-Study Men and Head Timekeeper
- (g) Watchmen and Plant Protection Employees

over which excepted employees the Union shall have no jurisdiction whatsoever.

(2) For the purposes of this Agreement, the term "departments" shall refer to:

- (a) Automatics  
(This includes Automatic Machine Operators, Buffers, Drill Press Operators, Grinders, Hand Screw Machine Operators, Milling Machine Operators, Polishers and Production Checkers.)
- (b) Bi-metal, Resistance Welding and Tungsten
- (c) Boiler Room
- (d) Condenser  
(This includes Condenser Bath, Condenser Sample, Etching and Spraying.)
- (e) Contact
- (f) Elkonite Machine
- (g) Elkonite Powder
- (h) "G" Department
- (i) General Stores  
(This includes the Die Crib and Silver Crib.)
- (j) Heading
- (k) Janitors, Laborers and Yard Men
- (l) Maintenance  
(This includes Carpenters, Electricians, Millwrights, Painters, Pipe Fitters, Plumbers, Tinnerns, Welders, and all Helpers for such classes of work. It also includes Gas House Men and Oilers.)

- (m) Mallosil Machining
- (n) Mallosil Processing
- (o) Plating
- (p) Press Room
- (q) Receiving
- (r) Rectifier, including Udyllite
- (s) Shipping
- (t) Test Equipment
- (u) Timekeepers
- (v) Tool Design
- (w) Tool Room and Special Equipment
- (x) Vibrators
- (y) Yaxley  
(This includes all Electrad Products,  
Ladder Switch, Noise Filters and Volume  
Control.)

### RECOGNITION

(3) The Company recognizes the Union as the exclusive representative of the employees covered by this Agreement for the purposes of collective bargaining with respect to rates of pay, hours of employment, or other conditions of employment, subject to and in accordance with the provisions of an Act of Congress, entitled the "National Labor Relations Act," as it may be supplemented and amended from time to time during the term of this Agreement.

(4) Employees, who are now members or who may become members of the Union, shall remain members for the term of this Agreement with the privilege of resigning on sixty (60) days notice in writing to the Union without loss of employment or other privileges. Any questions arising concerning

the good standing of a member of the Union may be discussed between the Union and the Company.

(5) Employees, who are newly engaged, shall join the Union after having been in the service of the Company for ninety (90) days, and, upon so joining, have all the rights and privileges of other Union Members, including the right of resigning on sixty (60) days notice as provided in paragraph (4) of this Agreement. Such newly engaged employees may, at their option, join the Union before they have been in the service of the Company for ninety (90) days, but, as provided in paragraph (9) of this Agreement, seniority rights shall not be acquired until after completion of such period. The Union agrees to accept such employees as members without any discrimination against them and upon the same terms as other members.

(6) Present employees, who are not now members of the Union, shall not be required to join the Union unless they desire to do so.

#### **NO DISCRIMINATION, ETC.**

(7) The Company will not discriminate against any employee for Union Membership or activity.

(8) The Union will not intimidate or coerce employees into membership nor solicit membership or collect dues on Company time or property.

#### **ACQUIRING SENIORITY**

(9) An employee shall not be entitled to seniority rights until he has been in the service of the Company for ninety (90) days.

(10) At the close of each week the Company will give the Union a list of all employees hired during such week.

#### **REDUCING HOURS**

(11) When production is reduced, the Company

shall meet the situation in the following manner and order:

*First*, reduce the work-week to forty (40) hours before employees shall be laid off;

*Second*, lay off employees until those remaining will have to be employed on a forty (40) hour week basis without overtime to handle the work;

*Third*, reduce the work-week to thirty-five (35) hours before additional employees shall be laid off; and

*Fourth*, lay off any employees then unneeded.

(12) In the event that it should become necessary under paragraph (11) of this Agreement to put an employee at work in a classification other than his own, he shall be given an opportunity to learn such work, but, if he fails to perform such work satisfactorily within a period of two (2) weeks, he shall then be subject to lay-off. If the work is unusually difficult, the Company will consult with the Union concerning an extension of the two-week period.

#### **LAY-OFF PROCEDURE**

(13) Except as provided in paragraph (14) of this Agreement, in laying off, employees shall be laid off by departments and employees with the most seniority in each department shall be laid off last.

(14) Inspectors shall be laid off by seniority of inspectors within the departments in which they work.

(15) The Company agrees to give the President of the Union or any other authorized representative five (5) hours prior notice of lay-offs.

(16) At the close of each week the Company will

give the Union a list of all employees laid off during such week.

(17) Lay-offs of employees with seniority rights shall be subject to review under the grievance procedure set forth in this Agreement, provided that protest is made within two (2) weeks of lay-off.

(18) In the event that it should be decided under the grievance procedure that an injustice has been done to an employee with regard to a lay-off, the Company shall reinstate such employee and pay him any loss of wages for lost time.

### **REHIRING PROCEDURE**

(19) In rehiring, employees shall be rehired by departments and the employees with the most seniority in each department shall be notified to return first.

(20) In rehiring, the Company will mail employees notices to return to work and will give the Union copies of such notices.

(21) At the close of each week the Company will give the Union a list of all employees rehired during such week.

(22) New employees will not be hired unless there are vacancies for which no employee having seniority rights is qualified.

### **LOSS OF SENIORITY**

(23) Seniority shall be considered lost by:

- (a) Discharge;
- (b) Resignation;
- (c) Transfer from piece rate or hourly rate to salary after a period of ninety (90) days;
- (d) Absence for five (5) working days without properly notifying the Company;

- (e) Failure to return to work within five (5) working days after the mailing of notice to the last address furnished to the Company; and
- (f) Lay-off for twenty-four (24) consecutive months.

### **EFFECT OF TRANSFER UPON SENIORITY**

(24) Employees, who are transferred from one department to another, shall be permitted to return to their original departments before the expiration of ninety (90) days without the loss of seniority in their original departments.

(25) If a transfer is employee-requested, the seniority of an employee, who continues to work in a new department after ninety (90) days, shall commence from the time he began in the department to which he was transferred.

(26) If an employee is temporarily transferred to another department, his seniority shall continue to accumulate in his old department while on this temporary transfer.

(27) At the close of each week the Company will give the Union a list of all employees transferred during such week.

### **GENERAL PROVISIONS REGARDING SENIORITY**

(28) The Company shall maintain a list showing the seniority status of employees in their respective order. Such list shall be open to the inspection of the proper officers of the Union at all reasonable times.

(29) In selecting employees for different shifts, preferred consideration shall be given to the applications of employees with the most seniority in each department.

(30) When a new department is established, the Company will consult the Union concerning the seniority of the employees affected.

### **DISCHARGES**

(31) Before discharging an employee with seniority rights, an opportunity shall be given for joint investigation by the Union and the Company as to the sufficiency of the reason for discharge.

(32) At the close of each week the Company will give the Union a list of all employees discharged during such week.

(33) If the Union and the Company can not reach a decision with respect to the discharge of an employee with seniority rights, then the matter shall be subject to review under the grievance procedure set forth in this Agreement, provided that protest is made within two (2) weeks of discharge.

(34) In the event it should be decided under the grievance procedure set forth in this Agreement that an injustice has been done to the employee with regard to the discharge, the Company shall reinstate such employee and pay him any loss of wages for lost time.

### **PROMOTIONS**

(35) In making promotions the Company will consider the qualifications of:

- (a) All employees in the department in which the job is located; and
- (b) Any employee in another department who applies for the job.

(36) In deciding who shall be advanced to a better job, ability shall govern except when ability is relatively equal.

(37) When ability is relatively equal, promotion shall be made:

- (a) On the basis of seniority in the department in which the job is located, if any of the employees under consideration are working in such department; or
- (b) On the basis of service with the Company, if all of the employees under consideration are working in another department.

### **HOURS OF WORK AND OVERTIME**

(38) The Company shall be free to fix the hours of work, provided that employees are compensated for overtime as follows:

- (a) For time worked in excess of eight (8) hours per day, time and one-half;
- (b) For time worked in excess of forty (40) hours per week, time and one-half;
- (c) For time worked on a Saturday and Sunday, time and one-half; and
- (d) For time worked on a holiday specified in paragraph (39) of this Agreement, double time.

### **HOLIDAYS**

(39) New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas shall be observed as holidays.

### **VACATIONS**

(40) Employees, who shall have been in the employment of the Company for the period from July 1 to June 30 of any year during the term of this Agreement, and who shall have worked for more than six (6) months during such period, shall be

entitled to one (1) week's vacation with pay for such period.

(41) An additional days vacation with pay shall be allowed employees, each year during the term of this Agreement, for each additional year, beginning July 1 and ending on the next succeeding June 30, during which they were in the employment of the Company and worked for more than six (6) months, provided that in no year shall any employee be entitled to more than two (2) weeks vacation with pay.

(42) For the purpose of computing time worked, no deduction shall be made for authorized absence because of personal sickness.

(43) The amount of vacation pay to which an employee may be entitled under paragraph (40) of this Agreement shall be the higher of the following:

- (a) The product of his then current hourly rate or guaranteed hourly piece rate and a forty (40) hour week; or
- (b) The product of his average hourly earnings without overtime, for the period beginning January 1 to the following April 30 of any year, during the term of this Agreement, and a forty (40) hour week.

(44) The amount of vacation pay to which an employee may be entitled under paragraph (41) of this Agreement shall be the higher of the following:

- (a) The product of his then current hourly rate or guaranteed hourly piece rate and as many eight (8) hour days as he is entitled to additional days vacation; or
- (b) The product of his average hourly earnings, without overtime, for the period beginning January 1 to the following

April 30 of any year, during the term of this Agreement, and as many eight (8) hour days as he is entitled to additional days vacation.

- (45) Vacations shall be staggered from April 30 to December 31 of each year during the term of this Agreement.

### **RATES**

(46) The minimum hourly rate for employees who have not acquired seniority rights shall be fifty-five (55) cents.

(47) The minimum hourly rate for employees with seniority rights shall be sixty-five (65) cents.

(48) The minimum base rate upon which a piece work rate shall be established shall be fifty-five (55) cents per hour with a twenty-five (25) percent incentive.

(49) A schedule of the rates established for the various job classifications will be furnished to the Union.

(50) There shall be no reduction of hourly or guaranteed piece work rates unless mutually agreed to by the Union and the Company.

### **PREMIUMS FOR SECOND AND THIRD SHIFTS**

(51) Work on a second shift shall be paid a premium of five (5) cents per hour.

(52) Work on a third shift shall be paid a premium of ten (10) cents per hour.

### **CALL IN PAY AND IDLE TIME**

(53) Employees, who report for work at the time directed, shall receive not less than four (4) hours pay at their regular hourly rates or guar-

anteed hourly piece work rates, or, in the event a lunch period intervenes, four and one-half (4 1/2) hours pay similarly computed, except in cases of stoppages of work as a result of major mechanical breakdowns or Acts of God.

(54) Employees, who are paid at piece work rates, shall receive not less than their guaranteed hourly piece work rates for idle time spent waiting for work through no fault of their own.

#### **\* EFFECT OF TRANSFER ON RATES**

(55) An employee, who voluntarily accepts a lower rated job, shall be paid at the lower rate for the job to which he is transferred.

(56) An employee, who is transferred to a higher rated job, shall be paid at the higher rate for the job to which he is transferred, provided that a reasonable period of time may be agreed to in advance by the Union and the Company before the higher rate goes into effect.

#### **TESTING NEW OPERATIONS**

(57) New Operations shall not be studied by the time-study and method departments until such departments have decided that the operations are properly set up and that permanent piece work rates can be set.

(58) Except as provided in paragraph (59) of this Agreement, employees assigned to new operations being studied shall be paid at their regular hourly rates or guaranteed hourly piece work rates.

(59) In the event an employee assigned to a new operation was earning more than his guaranteed hourly piece work rate at the time of the assignment, such employee shall be guaranteed ninety (90) percent of his average hourly earnings

for the three (3) or thirty (30) working days immediately prior to such assignment, whichever is higher.

(60) Permanent rates for new operations shall be subject to the approval of the Foreman and Shop Steward involved.

(61) Permanent rates shall be posted and become effective on the days on which they are approved in accordance with paragraph (60) of this Agreement.

#### **ABSENCE FROM WORK**

(62) Employees, who are unable to report for work, should telephone the Personnel Office at once. If an employee does not have access to a telephone, he should report his absence by U. S. Mail addressed to the Personnel Office.

(63) The Company will notify the Union of absences unreported for three (3) working days.

(64) As provided in sub-division (d) of paragraph (23) of this Agreement, seniority shall be considered lost by absence for five (5) working days without properly notifying the Company.

#### **LEAVES OF ABSENCE FOR PERSONAL SICKNESS, SICKNESS IN FAMILY, ETC.**

(65) Upon verification, the Company will grant to employees with seniority rights leaves of absence as follows:

- (a) Because of personal sickness for a period not exceeding one (1) year;
- (b) To care for sick members in the immediate family, for a period not exceeding sixty (60) days;
- (c) If notified to return to work and it is de-

sired to continue employment accepted elsewhere, for a period not exceeding sixty (60) days; and

- (d) To see members of the immediate family who are serving in the armed forces of the United States, for a period not exceeding two (2) weeks.

(66) Leaves of absence because of personal sickness may be extended by the Union and the Company for good and sufficient reason.

(67) The seniority of employees on leaves of absence pursuant to paragraph (65) of this Agreement shall accumulate.

(68) In the event that an employee, who is taking a leave of absence pursuant to sub-division (b) or (c) of paragraph (65) of this Agreement, wishes to return to the Company before his leave of absence has expired, he may do so, after all employees in his department are back at work, by going to the foot of the seniority list in his department until the termination of such leave of absence.

(69) No employee shall be granted more than one (1) leave of absence pursuant to sub-division (d) of paragraph (65) of this Agreement.

(70) Any employee, who fails to report to work upon the expiration of a leave of absence pursuant to paragraph (65) of this Agreement, shall be considered a new applicant for work.

#### **LEAVE OF ABSENCE FOR UNION ACTIVITY**

(71) Any employee elected to an office in, or as a delegate to, any labor activity necessitating a leave of absence shall be granted leave without pay not to exceed one (1) year, and shall, at the end of

the term in the first instance, or at the end of the mission in the second instance, be re-employed at his former position, or such leave of absence may be renewed.

(72) Seniority will accumulate during the period of such leaves.

#### **LEAVE OF ABSENCE FOR MILITARY SERVICE**

(73) The Company agrees that any employee who leaves a position, other than a temporary position, to enter the armed services of the United States and who:

- (a) is honorably discharged from such services;
- (b) is still qualified to perform the duties of such position; and
- (c) makes application for re-employment within forty (40) days after he is discharged from such services

shall be restored to a position of like seniority, status and pay, unless the circumstances of the Company make it impossible or unreasonable to do so.

(74) Employees, who have been in the service of the Company for more than one hundred and eighty (180) days, shall be entitled to one hundred and seventy-three (173) hours pay at their last hourly rates or guaranteed hourly piece work rates, upon receipt of satisfactory evidence that they have been finally accepted in the armed services of the United States.

(75) Employees, who have been in the service of the Company for more than ninety (90) days, but less than one hundred and eighty (180) days, shall be entitled to eighty-six and one-half (86 1/2)

hours pay at their last hourly rates or guaranteed hourly piece work rates, upon receipt of satisfactory evidence that they have been finally accepted in the armed services of the United States.

(76) Deductions in the amount to which an employee may become entitled under paragraph (74) or (75) of this Agreement may be made as follows:

- (a) For any unpaid balance on loans at the Credit Union; and
- (b) For any vacation allowance received during the year in which such employee left to enter the armed services of the United States.

#### **GRIEVANCE PROCEDURE**

(77) Any employee shall have the right to have grievances settled in the following manner and order:

*First*, between a Shop Steward of the Union and the aggrieved employee, on the one side, and such employee's immediate superior on the other side;

*Second*, between the President and/or Vice-President of the Union and the aggrieved employee, on the one side, and the General Foreman involved, on the other side; and

*Third*, between a committee designated by the Union and the aggrieved employee, if necessary, on the one side, and the Personnel Director of the Company, on the other side; and

*Fourth*, between a committee designated by the Union and the aggrieved employee, if necessary, on the one side, and the Executive

Vice-President of the Company, on the other side.

(78) Shop Stewards and members of committees shall request and receive passes from their immediate superiors whenever it is necessary to leave their departments to assist in adjusting grievances.

(79) An appeal may be taken to the Third step of the grievance procedure after forty-eight (48) hours if the grievance is not adjusted to the satisfaction of the aggrieved employee and the Grievance Committee believes it has grounds for appeal.

(80) If the grievance is not adjusted at the Second or Third steps to the satisfaction of the aggrieved employee and the Grievance Committee believes it has grounds for an appeal, the Chairman of such committee will give the member of management to whom the grievance is to be taken a written notice of unadjusted grievance setting forth the grounds for appeal.

#### **NO STOPPAGES, ETC.**

(81) During the term of this Agreement, the Company agrees that there shall be no lock-outs, and the Union agrees that there shall be no strikes, whether sit-down, slow-down, sympathetic, general or otherwise, no public picketing, demonstrations, displays, banners or announcements concerning any matter in dispute, no refusal to handle merchandise, machinery or equipment, no calling upon the Company to participate or assent in the enforcement of any boycott against any product used by the Company, nor any other interference with the operation and conduct of the Company's business for any reason whatsoever, until every peaceable means of settlement have been first tried and exhausted.

## BULLETIN BOARD NOTICES

(82) The Union may post proper notices concerning the Union on the bulletin boards provided for the Union.

(83) The Company shall prepare and post a schedule of the rates for the various classifications of work for which piece work rates have been established.

(84) The daily average hours of employees, whether they are paid at piece work rates or at hourly rates, shall be posted in the departments in which they work.

## APPRENTICES

(85) The Company may hire apprentices subject to the following limitations:

*First*, in the tool making, die making, pattern making, forge die making and machine repairing trades only;

*Second*, in the ratio of not more than one (1) apprentice to every ten (10) journeymen in each craft referred to in sub-division First of this paragraph; and

*Third*, not more than one (1) apprentice each six (6) months during the term of this Agreement.

(86) Apprentices shall not be required to work more hours than the regular employees in their departments are working.

(87) Upon satisfactorily completing an apprenticeship of four (4) years, graduate apprentices shall be paid not less than the minimum paid to journeymen.

## **CONTRACTING OUT WORK**

(88) Contracting out work regularly performed by the employees of the Company shall not be permitted unless:

- (a) The departments in which the work is regularly performed are operating more than forty (40) hours per week; and
- (b) The Union gives its consent.

## **MISCELLANEOUS PROVISIONS**

(89) Working policies agreed to by the Union and the Company shall be reduced to writing and signed by authorized representatives of both parties. Copies of such working policies shall be retained by the Union and the Company.

(90) The Factory Manager, General Foreman and Personnel Director shall be furnished with copies of this Agreement and all Working policies.

(91) The Company agrees to comply with all health requirements of the Department of Health and the Department of Labor of the State of Indiana.

(92) The Union will not continue or accept as a member any employee of the Company not covered by this Agreement.

(93) This Agreement supersedes all prior agreements between the parties, except the Temporary Agreement, dated February 16, 1942, and all such agreements, except such Temporary Agreement, are hereby terminated.

## **TERM OF AGREEMENT**

(94) This Agreement shall go into effect on May 29, 1942, and shall remain in full force and effect (except for the paragraphs of this Agreement under the heading "Rates") until May 31, 1944,

and thereafter, from year to year, unless either party has given notice in writing, at least sixty (60) days prior to the end of the then current term, sent by registered mail to the Union at 2856 East Washington Street, Indianapolis, Indiana, or to the Company at 3029 East Washington Street, Indianapolis, Indiana, that it desires to amend or terminate this Agreement.

(95) On May 31, 1943, and on May 31 of each year thereafter during the term of this Agreement, the paragraphs of this Agreement under the heading "Rates" may be opened by either party for re-negotiation.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

UNITED ELECTRICAL, RADIO &  
MACHINE WORKERS OF AMER-  
ICA, LOCAL 1001

By MAURICE GARRISON  
*President*

✓ By MARY LOVELL  
*Secretary*

P. R. MALLORY & CO., INC.

By J. E. CAIN  
*Executive Vice-President*

By G. FOTHERINGHAM  
*Secretary*





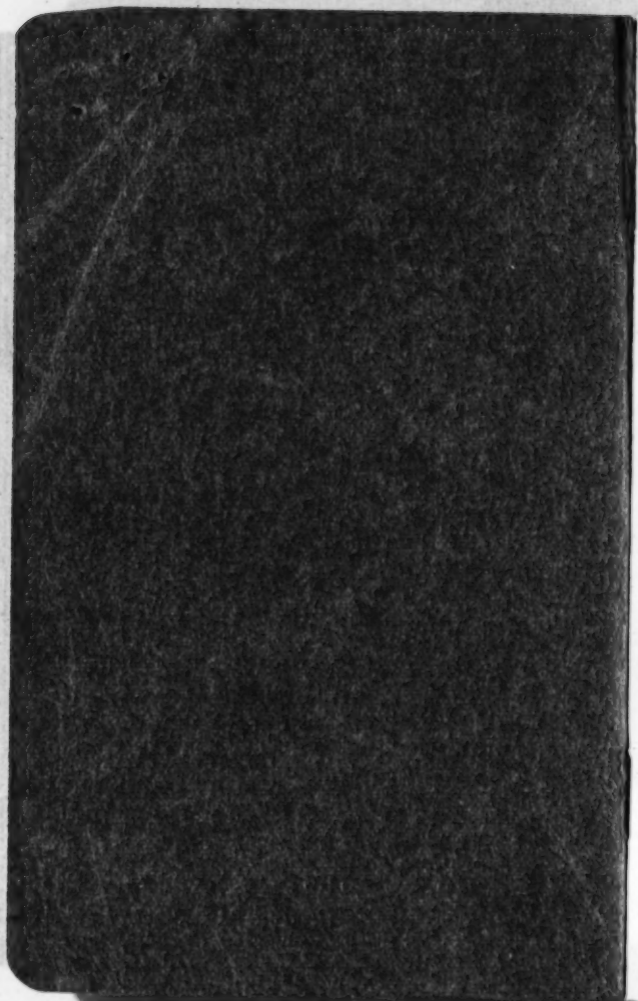
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# AGREEMENT

Republic Aviation  
Corporation,  
Indiana Division.  
Evansville, Indiana

Local Union No. 492  
U. A. W. - C. I. O.

Effective as of January 21,  
1944



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## **AGREEMENT**

This agreement made this seventh day of January, 1944, by and between Republic Aviation Corporation, Indiana Division, Evansville, Indiana, hereinafter known as "the Company" and Local #492, United Automobile, Aircraft and Agricultural Implement Workers of America, hereinafter called "the Union", affiliated with the Congress of Industrial Organization, as the exclusive bargaining agency for the employees covered by this agreement.

### **WITNESSETH:**

WHEREAS, it is the intent and purpose of the parties to promote industrial peace and sound relations between the Company and its employees; to provide orderly collective bargaining relations between the Company and its employees through the Union; to assure prompt and fair disposition of grievances; to eliminate interruptions of work and interference with the efficient operation of the plant; and

WHEREAS, it is recognized and mutually agreed that the Company has and

retains the sole and exclusive right and responsibility to direct the operations of the Company,\* including, but not limited to the:

- a. determination of the schedules of production, the methods and processes of manufacturing;
- b. selection of its supervisory staff;
- c. hire, transfer, promotion and classification of employees;
- d. maintenance of discipline and efficiency of employees, including the right to make reasonable rules and regulations for purposes of safety and discipline, and to discipline or discharge employees for cause;
- e. determination of the schedule of hours of work, assignment of duties, and number of employees required on any operation or job;
- f. determination of the number and location of its plants.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

## **Article I—RECOGNITION**

**SECTION 1.** The Company recognizes

the Union as the exclusive representative of all production and maintenance employees of the Indiana Division and the Modification Center, except those listed in Section 2 below, for the purpose of collective bargaining with respect to hours, wages and working conditions, in accordance with the provisions of the National Labor Relations Act.

SECTION 2. For the purposes of this agreement, the term "employee" shall include all hourly rated production and maintenance employees together with inspectors. The term "employee" shall specifically exclude timekeepers, time study men, tool designers, office employees, clerical production control employees, plant protection employees, fire patrolmen, matrons, professional employees, trainees being trained in the Company's school not engaged in production work, together with group foremen, foremen, supervisors and all other supervisory employees with the authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action. The Union agrees not to accept for membership such excluded employees.

SECTION 3. The Company will not interfere with, restrain or coerce employees because of membership or lawful activity in the Union, nor will it, by discrimination in respect to hire, tenure of employment, or any term or condition of employment, attempt to discourage membership in the Union.

SECTION 4. The Union agrees that neither the Union nor its members will intimidate or coerce any employee in respect to his right to work or in respect to Union activity or membership, and further agrees that there shall be no solicitation of employees for Union memberships or dues on Company time. The Union agrees that the Company shall take disciplinary action for any violation of this provision.

## **Article II—REPRESENTATION**

SECTION 1. The Union shall be represented by a Shop Committee consisting of three (3) employees from the day shift, three (3) employees from the night shift of the main plant, and one (1) from the Modification Center, together with the Union president. Such employees

shall be selected in accordance with the Union constitution and by-laws.

SECTION 2. The Shop Committee may hold regular weekly meetings with representatives of the Company at a time mutually agreed upon. Emergency meetings may be arranged by mutual agreement, provided at least four members of the Shop Committee are present at any such meeting. Minutes of these meetings will be kept by the Company and submitted to the Chairman of the Shop Committee for written approval. After such approval, the Company will send a copy of such minutes to the local Union president and the Recording Secretary of the Union.

SECTION 3. The Union shall be represented by a Shop Steward, whose functions within the plant are set forth in Article III, in each of the following departments or districts on a shift basis in accordance with the tabulation below. Reasonable changes or additions may be mutually agreed upon, if increases or decreases in the size of the districts warrant or necessitate it.

DAY SHIFT		NIGHT SHIFT	
Depart-ments	Number Stewards	Depart-ments	Number Stewards
01	1	01 and 10	1
05	1	05 and 70	2
10	1	—	—
15	1	15	1
20)		20	
80)	1	80)	1
50	2	50	2
70	2	—	—
75	1	75	1
94)		94)	
112)		112)	
113)		113)	
115)		115)	
118)		118)	
119)	2	119)	1
99)		99)	
105)		105)	
106)		106)	
107)	1		1
Modification			
Center	1		1*
Total	14		11

\* Only when there is a night shift of sufficient number of employees (15 or more) to warrant assignment of a shop steward.

Employees in Departments 98, 102 and 120 shall be represented by shop stewards assigned to the departments served by those employees.

SECTION 4. All Shop Stewards, Officers and Shop Committeemen shall be regular employees of the Company whose names appear on the seniority list preceding their designation as such representatives.

SECTION 5. There shall be no discrimination in rates of pay of any such recognized representatives of the Union because of their duties or activities.

SECTION 6. One International Union representative may be present at any meeting between representatives of the Company and the Union, upon the written request of the local Union President given to the Director of Industrial Relations at least twenty-four hours before such meeting. Such representative shall submit proper credentials.

SECTION 7. The Union will notify the Company of the names of its representatives authorized by this agreement and keep the Company notified of any changes, in writing, by the Recording Secretary of the Union, one week in advance of any meetings which may be affected. The Union will notify the Company in writing of the names of

designated shop stewards at least three (3) days prior to their acting as such.

SECTION 8. The Company will notify the Union of the names of representatives of the Union who may accept supervisory positions one week prior to their taking up such duties.

### **Article III—SHOP STEWARDS, SHOP COMMITTEEMEN, LOCAL PRESIDENT**

SECTION 1. Any Shop Steward, properly selected by the Union in accordance with Article II herein, shall be given permission to leave his job, section or department where necessary, during working hours, without loss of pay, for any of the reasons set forth in Section 2 below, provided the Shop Steward:

- a. makes his request to his Foreman, or in the absence of the Foreman, his Supervisor;
- b. states where he wishes to go and obtains a pass;
- c. reports back to his Foreman immediately upon return.

**SECTION 2.** A Shop Steward may secure permission to leave his job, section or department to perform the following duties:

- a. to present to a Foreman any grievance which the Shop Steward has been asked to take up with the Foreman by an employee or group of employees, provided the employee or group are within the Shop Steward's department or district;
- b. to check into any such grievance before it can be properly presented to the Foreman;
- c. to be present when requested by another Foreman in accordance with the first step in the grievance procedure;
- d. to attend any meeting between the Shop Committeeman and the Sectional Supervisor as outlined in the second step of the grievance procedure;
- e. to attend any other meeting outlined in the grievance procedure if and when requested to do so to present facts.

SECTION 3. When an employee wishes to have the Shop Steward present to take up his grievance with the Foreman, the employee shall make his request direct to the Foreman. The employee's Foreman will thereupon call the Shop Steward's Foreman as soon as possible and request the Shop Steward be sent to him. The Shop Steward shall immediately notify the Foreman in charge, of his presence or arrival in that section or department.

SECTION 4. Upon entering a department or section of a department supervised by a Foreman, other than his own, in the fulfillment of these duties, the Shop Steward shall immediately notify the Foreman in charge of his presence and the purpose of his being there. The Shop Steward shall secure permission from the Foreman to interview any persons therein. The\* Shop Steward shall give the Foreman a copy of any written grievance signed by the employee in-

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\* This sentence shall be understood to apply only where an employee wishes to have a grievance taken up by the Shop Steward when the employee is absent from work.

involved, in those cases where the grievance was received by the Shop Steward outside of working hours.

SECTION 5. A Shop Committeeman shall be given permission to leave his job, section or department, when necessary during working hours, without loss of pay, for any reason set forth in Section 6 below, provided the Shop Committeeman complies with Section 1-a, b, and c above.

SECTION 6. A Shop Committeeman may secure permission to leave his job, section or department to perform the following duties:

- a. to discuss a grievance with a Shop Steward which was not adjusted in the first step of the grievance procedure where the Shop Committeeman wishes to check the facts either before he appeals it to the Sectional Supervisor or as a basis for discussion with the Sectional Supervisor;
- b. to attend any joint meeting called as the second step in the grievance procedure;
- c. to attend weekly or emergency

meetings of the Shop Committee with representatives of the Company;

- d. to attend any other meeting outlined in the grievance procedure if and when requested to do so to present facts.

SECTION 7. Upon entering a department or section of a department supervised by a Foreman other than his own, in the fulfillment of these duties, the Shop Committeeman shall immediately notify the Foreman in charge, of his presence and the purpose of his being there. The Shop Committeeman shall secure permission from the Foreman to interview any persons therein.

SECTION 8. The Union President shall be given permission to leave his job, section or department, when necessary during working hours, without loss of pay, or any reasons set forth in Section 9 below, provided the president complies with Section 1-a, b and c above.

SECTION 9. The Union President may secure permission to leave his job, section or department to perform the following duties:

- a. to discuss with the Director or Assistant Director of Industrial Relations regular or emergency meetings of the Shop Committee and the Company or any other problems arising out of this agreement;
- b. to be present at hearings prescribed in the fourth step of the grievance procedure.

SECTION 10. The Local Union President may leave the plant for the performance of any duties arising out of this agreement provided that:

- a. the nature of his work assignment permits his leaving.
- b. permission is secured from the Director of Industrial Relations, Assistant Director of Industrial Relations or the Supervisor of Industrial Relations (nights).
- c. such time lost shall not be paid for by the Company.
- d. such time lost is reasonable and does not interfere with his regular work assignment.

SECTION 11. It is understood and agreed that no Shop Steward, Shop Committeeman or the Union President

shall attempt to discipline any employee nor issue any instructions, directions or orders to any employee regarding his work assignment or job, nor shall they attempt in any way to exercise any of the responsibilities of supervision. Failure to comply with this provision shall be a basis for disciplinary action by the Company. Notice of any such disciplinary action will be forwarded to the Union within three (3) days.

SECTION 12. It is understood and agreed that Shop Stewards, Shop Committeemen and the Union President have full time productive work to perform and that they will not leave their jobs during working hours except when necessary to perform the duties herein defined. The parties hereto agree that each will cooperate with the other in reducing to a minimum the actual time spent in such duties to the best interests of all concerned.

SECTION 13. Shop Stewards, Shop Committeemen and the local Union President shall be paid for all time spent during working hours, in performing the duties outlined in Sections 2, 5 and 9 of

this Article, at their regular rates of pay. The Company reserves the right to prescribe how all such time shall be recorded for this purpose.

## **Article IV—GRIEVANCE PRO- CEDURE**

SECTION 1. In the event that any dispute arises regarding the application of any terms of this agreement or any grievance arises, there shall be no stoppage of work by any employee. All such matters shall be adjusted according to the following procedure.

### **Step One**

#### **Employee-Foreman or Employee and Shop Steward-Foreman**

- a. An employee may take up his grievance directly with his Foreman who will attempt to adjust it.
- b. An employee may request his Foreman to call the Shop Steward for that district to handle the grievance with the Foreman. The Foreman will send for the Shop Steward.

- c. If the grievance is not adjusted by the Foreman within two working days, it shall be reduced to writing on a form provided by the Company, signed by the employee, and one copy shall be given to the Foreman.
- d. The grievance shall then be referred to the second step.

### **Step Two**

#### **Shop Steward and Shop Committeeman —Sectional Supervisor**

- a. If it is decided to appeal the Foreman's first step answer to the second step of the grievance procedure, the grievance shall be referred to the Sectional Supervisor. To refer it, the Shop Steward shall complete that part of the grievance form entitled "Appealed to Sectional Supervisor by Shop Steward" and send a copy to the Foreman where the grievance originated. The Union's reasons for appeal shall be clearly set forth in writing as provided on the form.

- b. The Shop Committeeman will notify the Industrial Relations Department immediately. That Department will arrange a meeting between the Shop Committeeman designated for that district, the Shop Steward and the Sectional Supervisor within twenty-four (24) hours, wherever possible, from the receipt of the request. The aggrieved employee or employees, the Shop Steward and the Foreman may sit in such conference when necessary.
- c. A written decision will be given by the Sectional Supervisor within two working days, wherever practical, after the conference, even though an oral decision is given at the meeting.

**Step Three**  
**Shop Committee—Industrial Relations**  
**Department**

- a. If the case is not settled satisfactorily at Step Two, the Shop Committeeman may refer it to a joint

meeting of the Shop Committee with the Director of Industrial Relations or his representatives.

- b. To refer it, the Shop Committeeman shall set forth clearly in writing the Union's reasons for appeal, making the necessary notations on the form provided and send it to the Director of Industrial Relations at least forty-eight hours prior to any meeting. Unless the case is urgent, it will be taken up at the next weekly meeting.
- c. The Director of Industrial Relations will give a written decision within three (3) working days after such joint meeting, wherever practical.

#### **Step Four**

**Local Union President, Vice-President,  
Chairman Shop Committee—Industrial Relations Review Board**

- a. If a case is not settled satisfactorily at Step Three, the Shop Committee may refer it to a joint meeting of the local Union President and Vice President, Chairman of the

Shop Committee and the Industrial Relations Review Board, made up of the Divisional Manager, Director of Industrial Relations and the head of the department in which the grievance arose.

- b. To refer it, the Union President shall set forth clearly in writing the Union's reasons for appeal and send the request to the Director of Industrial Relations at least forty-eight (48) hours prior to any meeting.
- c. The Director of Industrial Relations shall arrange such meeting and notify the Union officers of the time and place.
- d. The Review Board will give a written decision within five (5) days after such meeting, wherever practical, or two (2) days in case of a discharge.

### **Step Five Appeal Board**

- a. If a grievance or dispute with respect to the application of this contract has not been satisfactorily

settled in Step Four, either party to this agreement may request that the matter be submitted to an Appeal Board.

- b. The Appeal Board shall consist of one representative from the Union, one representative from the Company, and a third representative to be jointly agreed upon by the other two representatives. The expenses of the third representative shall be paid one-half by the Company and one-half by the Union.
- c. The Appeal Board shall meet within fifteen (15) days from the time either party notifies the other party that it wishes to carry a case to the Appeal Board.
- d. The Appeal Board shall render a decision within ten (10) days after it has met and heard the case.
- e. Decision of the Appeal Board shall be final and binding upon both parties, so long as it is in accordance with any existing laws, rules, or regulations applicable thereto.
- f. The Appeal Board shall not have the power to add to, change or

modify any of the terms of this agreement nor to pass upon any issue arising from any demand of the Union to increase any wage rate or change any Job Classification.

SECTION 2. Any appeal from any step in the grievance procedure which is not presented within five (5) working days following a decision on such grievance, shall be final and conclusive and shall not be reopened for discussion. Any disposition of a grievance accepted by the Union shall be final, conclusive and binding upon the employees, the Union and the Company.

SECTION 3. Any grievance must be presented within five (5) working days after the act which was the basis of the grievance occurred, in order to become a matter of adjustment.

### **Article V—SENIORITY**

SECTION 1. Seniority shall be defined as the relative status of employees in respect to length of service with the Company. Length of service shall be the total service with the Company excluding any service prior to a quit or rehire.

SECTION 2. Seniority shall be:

- 1st—by occupational groups
- 2nd—by department
- 3rd—on a plant-wide basis

An occupational group shall be understood as consisting of all employees in a specific job classification. All seniority rights hereunder are conditional upon the employee's ability to do the job available with reasonable facility and with a reasonable breaking-in period.\*

SECTION 3. New employees shall be regarded as probationary employees for the first twelve (12) weeks of their employment. There shall be no seniority rating among such probationary employees.

- a. The Company need not re-employ any probationary employees laid off before completion of twelve (12) weeks service.
- b. After completion of such probationary period, such employees shall be given seniority rating in

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\* The job itself shall be taken into consideration in determining what a reasonable breaking-in period may be.

\*\* The provisions of Section 8 of this Article shall apply to Section 4.

their respective departments and according to their job classification dating from the day of hiring.

**SECTION 4.** Where necessary to facilitate tooling, plant rearrangement, taking of inventory, starting of production, or to meet any other unusual situations, the Company shall determine the employees who are necessary to meet conditions and will retain, separate, or recall such employees without regard to any other seniority provisions herein.\*\* - Provided that: a list of such job titles are retained in the Industrial Relations Department, accessible to members of the Shop Committee, at any time.

**SECTION 5.** Employees transferred out of the bargaining unit to supervisory positions shall accumulate seniority and when they are returned to occupational groups within the bargaining unit, the rules of seniority shall apply to them.

**SECTION 6.** An employee shall lose his seniority rights and ratings if the employee:

- a. quits;
- b. is discharged for cause;

- c. is absent for five (5) working days without notifying the Company, unless prevented by accident or sickness;
- d. fails to report for work after due notice by the Company to the employee's last known address, within three (3) working days after due notice by telephone or telegraph or within five (5) working days after due notice by mail;
- e. overstates a leave of absence;
- f. is laid off for lack of work and fails to report to the Company his current address and desire to be recalled, every ninety (90) days.

SECTION 7. Where an employee is transferred from one department to another, the following shall apply:

- a. In case of a temporary transfer not to exceed sixty (60) days, such employee shall retain his seniority in the department and occupational group from which he was transferred.
- b. In case of a transfer in excess of sixty (60) days, the employee shall

carry his seniority rating with him into the new department.

SECTION 8. The President, Vice President, Financial Secretary-Treasurer, Recording Secretary and Shop Committeemen shall, subject to Section 2, head the seniority list in the plant. Shop Stewards, subject to Section 2, shall head the seniority lists within the geographical limits of their districts or departments. Officers, Shop Committeemen and Shop Stewards shall be returned to their original standing on the seniority list upon termination of service as such representatives of the Union.

SECTION 9.\* Not later than sixty (60) days after the signing of this agreement, the Company will prepare seniority lists, by occupations, departments and plant-wide, of all employees in the bargaining unit. These lists will be maintained and kept up-to-date in the Industrial Relations Department.

- a. Such employees will be notified in writing of their seniority date, their number on the occupational list and their number on the master (Plant wide) seniority list. Any

such employee may request correction or register exception to his seniority date through his Shop Steward or direct to the Industrial Relations Department, within thirty (30) days after notification. Thereafter, any request for correction by the Union shall be taken up as a grievance through the grievance procedure.

- b. Any Shop Committeeman or Steward may examine the seniority lists on application to the Industrial Relations Department to ascertain the seniority rating of any employee in his department or district.

## **Article VI—LAY-OFFS, REHIRES AND TRANSFERS**

SECTION 1. When there is a lay-off in the working force, the following procedure shall be followed:

- a. All probationary employees shall be laid off in the department or departments where the lay-off occurs.

- b. All probationary employees throughout the plant shall be laid off provided there are available employees with seniority who are qualified and willing to do the work of the probationary employees to be displaced, at the rates for those job classifications.
- c. Thereafter, employees shall be laid off in accordance with Article V.
- d. In decreasing the force, an employee will be given two (2) days notice prior to lay-off wherever possible.
- e. Probationary employees laid off due to lack of work and rehired within six (6) months shall be credited with service accumulated during previous period of probationary employment.

SECTION 2. Wherever there is an increase in the working force after a lay-off, the reverse of the above lay-off procedure shall be followed. Before any new employees are hired, the employees still laid off shall first be offered employment in the order of their seniority at work then available, which they may be

qualified to do, and at the rate of pay for the job classification.

- a. Any employee who was transferred to a lower classification at the time of lay-off will be returned to his former higher-rated classification according to his seniority as openings occur.

SECTION 3. Where temporary reductions in the working force are necessary due to breakdowns, material shortages, production difficulties of a probable duration of less than ten (10) working days, the employees directly involved shall be laid off according to their occupational group seniority within the department.

SECTION 4. The transfer and promotion of employees is the sole responsibility of the Company. Employees with the longest seniority shall be given preference in any promotion to higher rated jobs, when ability, merit and training are equal. Any employee who considers himself aggrieved by any selection for promotion or request for transfer, may submit his case as a grievance. Such claim must be supported by written evidence at the time the grievance is filed.

## **Article VII—HOURS OF WORK**

**SECTION 1.** The scheduled hours of work for any work week shall be determined by the Company.

**SECTION 2.** An employee, covered by this agreement, shall be entitled to overtime pay at the rate of time and one-half ( $1\frac{1}{2}$  times his base rate or base rate plus night shift bonus, whichever is applicable) for all hours in excess of:

- a. eight (8) hours in any one work day;
- b. forty (40) hours in any one work week in accordance with Company policy.

**SECTION 3.** A work day shall begin with an employee's regularly assigned shift and extend for twenty-four (24) hours thereafter. A work week shall begin with the regularly-assigned shift at the start of the pay week and extend for seven (7) consecutive days thereafter.

**SECTION 4.** If an employee reports for work on his next regular shift, after having worked the previous day and been instructed by the Company to so report, and there is no work on his regu-

lar job, he shall be offered substitute work at his regular rate for at least four (4) hours from the start of his shift. Substitute work shall mean any work within the reasonable capacity of the individual to perform. If the employee refuses such assignment, he shall not receive the reporting pay.

## **Article VIII—NIGHT SHIFT BONUS**

SECTION 1. An employee, covered by this agreement, regularly assigned or temporarily scheduled to work on any shift other than the first shift, shall be paid a night shift bonus, in accordance with Company policy, as follows:

Base rate of \$.60 per hour—

\$ .05 per hour bonus

Base rate of \$.65 per hour or

higher—\$.10 per hour bonus

SECTION 2. The night shift bonus shall be applicable to any shift starting between the hours of 1:30 P. M. and 4:30 A. M.

**SECTION 3.** First shift employees whose hours of work occasionally run beyond the end of their regularly-scheduled shift shall not receive a night-shift bonus since they are subject to the established overtime policy for such hours.

## **Article IX—DISCIPLINARY STANDARDS**

**SECTION 1.** The Company reserves the right to make, and secure compliance with, reasonable rules and regulations from time to time, for purposes of orderly conduct, safety, discipline and plant protection. The Company further reserves the right to release or discharge any employee for proper cause. Employees shall be notified of such rules and regulations which are adopted as disciplinary standards.

**SECTION 2.** An employee released for proper cause from his department shall be sent to the Industrial Relations Department for interview and final disposition. If the person considers such final disposition unfair and he wishes to present his case as a grievance, the In-

Industrial Relations Department will call in the Shop Steward from the division. The Shop Steward shall interview such employee in the Industrial Relations Department.

- a. Any complaint or grievance regarding the action taken by the Company shall be filed by the Shop Steward with the Director of Industrial Relations within two (2) working days following the discharge.

SECTION 3. Any such complaint so filed shall be directly referred to the fourth step in the grievance procedure. The Industrial Relations Review Board shall meet within the first work day following the filing of the complaint. The discharged person shall be notified of the meeting by the Industrial Relations Department and may appear in person at the hearing. A decision shall be made by the Board within forty-eight (48) hours after the meeting.

SECTION 4. If a complaint is not filed within the time specified or the employee fails to appear at the hearing, or upon such hearing is found to have been prop-

erly discharged, his discharge shall stand. If he is found at such hearing to have been improperly discharged, he shall be reinstated at the same or comparable job with back pay, not to exceed seven (7) days.

## **Article X—LEAVES OF ABSENCE**

SECTION 1. Leaves of absence, without pay, will be granted by the Company for emergency reasons, such as serious illness, major operations, or compelling personal reasons, under the following conditions, without loss of seniority:

- a. All requests for leaves of absence shall be made in writing and shall be subject to the approval of the Industrial Relations Department.
- b. Employees requesting leaves for medical or health reasons shall be subject to prior examination and approval by the Medical Director of the Company, and such leaves shall not be granted for more than twelve (12) weeks duration.
- c. Employees returning from leaves of absence, for medical or health reasons, shall be subject to prior

examination and approval by the said Medical Director. Such leaves may be extended for reasonable periods upon recommendation of the said Medical Director.

- d. Leaves of absence for compelling personal reasons shall be given only in emergencies on approval of the Director of Industrial Relations, for periods not to exceed thirty (30) days, providing that this absence will not handicap factory schedules, and that the employee present adequate proof, if requested, of the compelling personal reason. A compelling personal reason shall be accident, sickness, death in family or similar situations.
- e. Employees elected to full-time office in the local Union, or employees appointed as full-time international Union representatives by the Union, may be granted leaves of absence by the Company upon written notice to the Company not less than seven (7) days prior to the requested effective date. Such notice must be certified

to by the Recording Secretary of the Union and shall bear the local Union seal. Such leaves shall be of three (3) months duration, but may be renewed upon written notice to the Company in the procedure outlined above.

- f. Employees elected or appointed to public office may be granted Leaves of Absence by the Company upon written notice to the Company no less than fifteen (15) days prior to the requested effective date. Such Leaves shall be of three (3) months duration but may be renewed on written notice to the Company in the procedure outlined above.

SECTION 2. All of the above leaves of absence are granted subject to the following conditions:

- a. any employee on leave may return to work in line with his seniority before the expiration of his leave, providing not less than seven (7) days notice is given to the Company. The return within the seven (7) day period shall be at the option of the Company;

- b. any employee who fails to report to work upon expiration of a leave of absence shall be considered as having voluntarily quit.

SECTION 3. If upon expiration of a leave of absence there is no work available for the employee in line with his seniority, or if the employee would otherwise have been subject to lay-off according to seniority during the period of leave, that period which breaks seniority shall start from the date of expiration of the leave.

SECTION 4. An employee who enters or who has entered into active service in the Armed Forces, will be given a leave of absence for and will accumulate seniority during, such period of service. Upon termination of such service, any such employee who presents himself for employment, shall be offered re-employment in his previous position or to a position of like seniority, status, and pay, unless the Company's circumstances have so changed as to make it impossible or unreasonable to do so. If the Company's circumstances have so changed as to make it impossible or unreasonable to so

re-employ the person, he will be offered such employment as may be available which he is capable of doing for the current rate for such work. Such re-employment shall be offered only where the person has been honorably discharged and makes application for re-employment within forty (40) days after he is discharged from the service.

## Article XI—VACATIONS AND SICK LEAVE

SECTION 1. It is the policy of the Company to grant annual paid vacations to all employees who qualify for such vacations through length of service. An employee covered by this agreement shall be allowed a total of five (5) days vacation pay in any calendar year, after one full year of service as of June 1st of the current year.

SECTION 2. Employees with less than one year of service shall be allowed ~~va-~~ vacation pay on a pro-rata basis as follows:

Length of Service	No. Days Vacation Allowance
If employed on or before June 1 of last year.....	5

After June 1 and before August 1 of last year.....	4
On August 1 or before November 1 of last year.....	3
On November 1 or before February 1 of current year.....	2
On February 1 or before April 1 of current year.....	1

SECTION 3. A day of vacation pay shall consist of eight (8) hours at the employee's base rate as of May 31 of the current year. Employees may request and receive days off equivalent to the number of days for which they receive vacation pay, provided that such days off are taken before December 31st of the current year. Such vacation days off shall be taken consecutively unless otherwise approved. Such days off will be granted at times most desired by employees according to their seniority but approval of all vacation times is exclusively reserved to the Company in order to assure orderly operation of the plant.

SECTION 4. In accordance with established policy, an employee covered by this agreement shall be allowed a total of five (5) days sick leave due to per-

sonal illness in any calendar year, after one full year of service.

SECTION 5. Employees with less than one year of continuous service shall be allowed sick leave in any calendar year, on a pro rata basis, as follows:

Length of Service —Months	Sick Leave Allowance
Less than 2 months.....	none
2 months and under 4 months	1 day
4 months and under 7 months	2 days
7 months and under 10 months	3 days
10 months and under 12 months	4 days

SECTION 6. A day of sick leave shall consist of eight (8) allowed hours at the employee's base rate, plus any night shift premium where applicable.

SECTION 7. Sick leave allowance shall be paid only when the employee notifies the Company of his absence because of personal illness during the day in question. Such notification need be given only on the first day for which sick leave is claimed. The Company reserves the right to require a doctor's certificate as proof of illness.

## **Article XII—GENERAL**

**SECTION 1.** Wage rates for men and women shall be in accordance with the principle of equal pay for equal work for comparable quantity and quality of work on comparable jobs.

**SECTION 2.** Supervisory employees shall not perform work on any job included within the bargaining unit, except in the following types of situations:

- a. in emergencies when regular employees are not immediately available or circumstances require every available person to meet the emergency;
- b. in the instruction or training of employees;
- c. in the performance of necessary work when production difficulties are encountered on a job.

**SECTION 3.** The Company agrees to continue the present ten (10) minute rest period for each half shift, one before the lunch period and one after it.

## **Article XIII—BULLETIN BOARDS**

**SECTION 1.** The Company will furnish a reasonable number of bulletin boards, not to exceed 20, to be placed in locations mutually agreed upon, solely for posting Union notices. Such notices shall be limited to:

- a. Notice of Union meetings.
- b. Notice of Union elections or results thereof.
- c. Notice of recognized Union appointments.
- d. Notice of Union social, recreational or other such activities.

**SECTION 2.** All such notices proposed for posting must be submitted in writing by the President or Recording Secretary of the Union and to be approved by the Industrial Relations Department prior to posting. The Union will state how long it wishes any notice to be posted. The Industrial Relations Department shall be responsible for posting and removing all such notices.

**SECTION 3.** There shall be no other general distribution or posting by employees or the Union of pamphlets, ad-

vertising or political matter, notices, or any kind of literature upon Company property.

## **Article XIV—STRIKES, STOPPAGES AND LOCKOUTS**

SECTION 1. It is the intent of the parties to this agreement that the procedures herein shall serve as a means for peaceful settlement of all disputes which may arise between them.

SECTION 2. During the life of this agreement, the Company will not lockout any employee until all the grievance procedure outlined herein has been exhausted and negotiations have continued for at least ten (10) days thereafter. No shut-down or curtailment of production because of reduction in volume, lack of orders, shortage of material, or other causes beyond the control of the Company, shall be deemed a lockout within the meaning of this agreement.

SECTION 3. During the life of this agreement, the Union will not cause or permit its members to cause, nor will any member of the Union take part in,

any sit-down, stay-in, slow-down, or any curtailment of work, restriction of or interference with production. The Union will not cause or permit its members to cause, nor will any member of the Union take part in any strike or stoppage of work or picket the Company's plant or premises until:

- a. The grievance procedure herein provided has been exhausted;
- b. negotiations have continued for at least ten (10) additional days;
- c. sanction of the International Union officers has been obtained, and in no case
- d. until a majority of the employees in the unit have voted such action by secret ballot conducted under the direction of an authorized Governmental agency.

SECTION 4. The Company reserves the right to discipline any employee taking any part in any violation of this Article. In case a strike or stoppage of production does occur, the Company shall have the option of cancelling this agreement at any time between the tenth day after the strike occurs and the day of settlement.

## Article XV—DURATION

SECTION 1. This agreement shall become effective ten (10) days after its acceptance by the Union and the Company. It shall remain in full force and effect for one year from such acceptance and shall automatically renew itself from year to year unless written notice of desire to terminate or to modify any portion or any of the terms hereof, is given by either party as provided below. Should either party desire to terminate this agreement, it shall notify the other party in writing thirty (30) days prior to any termination date. Should either party desire to modify or amend any portion thereof, it shall notify the other party in writing at least thirty (30) days prior to the expiration date above.

SECTION 2. This agreement contains all of the provisions agreed upon by the parties hereto and no representative of either party has authority to make, and none of the parties shall be bound by, any statement, representation or agreement not set forth herein.

SECTION 3. Supplement Number One is attached hereto and made a part hereof, relating to payment for holidays and seventh consecutive day worked.

## Article XVI—CONCLUSION

SECTION 1. The provisions in the preceding articles of this agreement have been mutually agreed upon by the parties hereto through collective bargaining. The request of the Union for maintenance of membership, collection of dues and a wage increase have been refused by the Company. These issues are being submitted by the Union to the National War Labor Board. It is mutually agreed that the directive of the said Board on these issues, when and if issued, shall be final and binding on the parties and as such shall be added as a supplement to this agreement.

IN WITNESS WHEREOF the parties hereto have set their hands on the seventh day of January, 1944, at Evansville, Indiana.

**INTERNATIONAL UNION UNITED AUTO-  
MOBILE AIRCRAFT AND AGRICULTURAL  
IMPLEMENT WORKERS OF AMERICA**

**By ARNOLD J. ATWOOD**

*Regional Director*

**By J. B. MANSFIELD**

*International Representative*

**LOCAL No. 492—UAW-CIO**

**By MCKINLEY ARY**

**LEROY LANE**

**JOHN T. HARNER**

**HAROLD E. BRICKER**

**JAMES O. EWERS**

**LOREN D. LUCAS**

**PAUL HANKS**

**GEORGE J. WILLIAMS**

**REPUBLIC AVIATION CORPORATION**

**Indiana Division**

**By MUNDY I. PEALE**

*Division Manager*

**By CHARLES J. HODGE**

*Director, Industrial Relations*

## **SUPPLEMENT NO. 1**

### **Article A**

#### **HOLIDAYS AND SEVENTH CON- SECUTIVE DAY**

In accordance with Presidential Executive Order No. 9240 and official interpretations thereof, the following policies shall apply until such time as said Executive Order is amended, altered or cancelled. This supplement may be revised or amended by mutual agreement on thirty (30) days notice from either party, after said Executive Order has been altered or cancelled, without affecting or opening up any other articles of this agreement.

SECTION 1. For purposes of this supplement, the following days shall be recognized as stated holidays:

New Year's Day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Day

**SECTION 2.** When the holiday falls on Sunday, either Sunday or Monday may, at the discretion of the Company, be observed as the holiday but not both. Whether the plant or any department thereof shall operate on these holidays shall be determined by the Company.

**SECTION 3.** An employee, covered by this agreement, who is required to work on a stated holiday, shall be paid for all hours worked on the holiday in accordance with the provisions of Executive Order #9240, Interpretative Bulletin No. 1, Article IX, Sections 23, 26, 27, 29 as follows:

- a. Where the holiday occurs in the work week prior to the building up of forty (40) hours, a premium of time and one-half shall be paid for all hours worked on the holiday itself.
- b. Where the holiday occurs in the work week after forty (40) hours have been built up, then no extra premium shall be paid for working on the holiday itself as such.
- c. Where the holiday itself falls on the seventh consecutive day in the

work week, a premium of double time shall be paid, and no more, for all hours worked on the holiday.

**SECTION 4.** An employee, covered by this agreement, who is required to work seven consecutive days in any work week, shall be paid double time for all hours worked on the seventh consecutive work day in any work week.

- a. Where an employee is called in on any day to perform any work at all, or reports with the reasonable expectation of work and is sent home because of a lack of work or other reason beyond his control, that day shall be counted as a day worked in determining whether the employee worked seven consecutive days in that work week, except as provided in Section 5 below.
- b. Where an employee, on particular occasions, works beyond his regularly assigned shift hours in a work day, and then works into the next work day, such excess hours shall not be regarded as an additional day.

- c. If an employee continues to work into his day of rest to the extent of one-half his normal shift, that day shall be counted as a day of work.
- d. Where a holiday occurs in a work week and the employee does not work on the holiday for any reason, the holiday shall be counted as a day worked in determining whether the employee worked seven consecutive days in that work week.

SECTION 5. Where an employee is absent for part of a work day for justifiable reason, the day shall be counted as a day worked for the purpose of computing the seventh consecutive day.

- a. A justifiable reason for absence during a part of a work day shall be a good reason similar to the following:
  - (1) Where the Company sends an employee home because of inability to furnish work;
  - (2) where an employee is unable to continue work because of personal accident or sickness;

- (3) where an employee has compelling personal reasons for asking to be excused from work such as accident, sickness, birth, or death in his family, legal or selective service proceedings;
- (4) absence of Union Representatives on Union business.

SECTION 6. Where an employee absents himself for a portion of a day, in excess of one hour, without justifiable reason, such day shall not be counted in computing the seventh day.

SECTION 7. There shall be no pyramiding of overtime rates on a particular day.





March 1936 3X 73

# **AGREEMENT**

*Between*

**Marmon-Herrington Co., Inc.**

*and*

**International Union United  
Automobile Aircraft and  
Agricultural Implement Workers  
of America**

**Affiliated with the Congress of  
Industrial Organizations**

**LOCAL No. 226**





# ***AGREEMENT***

*Between*

**Marmon-Herrington Co., Inc.**

*and*

**International Union United  
Automobile Aircraft and  
Agricultural Implement Workers  
of America**

**Affiliated with the Congress of  
Industrial Organizations**

**LOCAL No. 226**





## PREAMBLE

This Agreement entered into and concluded at Indianapolis, Indiana, on this 22nd day of June, 1943, by and between the Marmon-Herrington Company, Inc., and the United Automobile Aircraft and Agricultural Implement Workers of America, and its Amalgamated Local No. 226 (Marmon-Herrington Company, Inc., Unit), a CIO affiliate, hereinafter known as the Union.

## ARTICLE I—RECOGNITION

**Section 1.** The Company will recognize the Union as the exclusive bargaining agent for all its employees, except superintendents, foremen, guards, confidential clerks, and office employees, and men empowered to hire and discharge, for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other conditions of employment; with respect to all discriminations and dismissals and for the purpose of adjusting any grievances or complaints which may exist now, or may arise in the future, and within the meaning of the National Labor Relations Act.

**Section 2.** For the duration of this Agreement, employees shall be required to be and remain members of the Union in good standing as a term and condition of em-

ployment, except such new employees who have not completed their probationary period as hereinafter defined.

Employees who have not yet completed the probationary period, hereinafter defined, shall upon the completion of their probationary period, if continued in the employ of the Company, join the Union, pay their initiation fee to the Union, and shall be required to continue to remain members of the Union in good standing during the duration of this Agreement, as a term and condition of their employment.

All new employees who shall be hired after the execution of this Agreement shall upon completion of their probationary period, if continued in the employ of the Company, join the Union and pay to the Union their initiation fee and shall thereafter be required to remain members of the Union in good standing as a term and condition of employment.

**Section 3.** Upon being officially notified  
**UNION** by the Union, with seal at-  
**DUES** tached, that the membership  
in a special meeting, called  
for the purpose of accepting or rejecting  
this Agreement, has accepted this Section,  
the Company agrees to deduct from each  
member's earnings his regular Union  
dues and assessments, such deductions to  
be made from earnings of the work-week  
starting the first Monday of each calendar

month and the total of such deductions shall be turned over to the Financial Secretary of Local No. 226 not later than the 20th of each month. The Union agrees that the Financial Secretary of Local No. 226 will present to the Auditor of the Company on or before the first day of every calendar month the names of all employees from whom dues or assessments are due for the succeeding month and will tender an official receipt with seal attached for all monies turned over to him by the Company. None of the provisions of this Section shall take precedence over any Federal or State statute and the Company shall not be held liable for amounts due from employees whose earnings are not sufficient in any month to meet such dues and assessments.

## ARTICLE II—REPRESENTATION

**Section 1.** The employees shall be represented by a Shop Steward in each department for the purpose of settling any disputes that may arise within a department. The employees shall also be represented by the Bargaining Committee, including a Chairman and a Secretary, elected in any manner, determined by the members of the Union, not on Company time or property.

**SHOP STEWARDS AND COMMITTEEMEN**

**Section 2.  
EMPLOY-  
EES OF  
MARMON-  
HERRINGTON  
CO., INC.**

The Shop Stewards and members of the Bargaining Committee shall be employees of the Marmon-Herrington Company, Inc.

**Section 3.  
NO DISCRIMI-  
NATION**

The Company agrees that there shall be no discrimination against any member of the Shop Stewards or the Bargaining Committee because of said membership, or against any employee because of membership in the Union.

**Section 4.  
CHANGE IN  
UNION  
OFFICERS**

The Union agrees that immediately upon the reelection of new representatives, stewards, or any change in the personnel of any of the Committee dealing with the Management, that the Management be immediately notified of such changes in writing.

**Section 5.  
PAY FOR  
STEWARDS  
AND COM-  
MITTEEMEN**

Shop Stewards and members of the Bargaining Committee shall be paid by the Company for time lost while handling grievances, complaints or negotiations with representatives of the Company: provided that no overtime will

be included in such pay unless the Committeeman's Department or shift is working overtime.

### **ARTICLE III—GRIEVANCE PROCEDURE**

**SECTION 1. GRIEVANCE PROCEDURE** The Company recognizes the following procedure of handling complaints and grievances. The Company further agrees to meet the representatives of the Union for the purpose of settling complaints and grievances at such times as may be found necessary.

**A.** Any employee of the Company having a grievance must first go to his elected or appointed Shop Steward, who will contact the foreman and attempt a settlement. If no settlement can be reached at this point, the Shop Steward will then refer the grievance in writing, on a standard form furnished by the Union, to the Bargaining Committee.

**B.** Between members of the Bargaining Committee and Management.

**C.** Between the Executives of the Company and the Bargaining Committee and representatives of the International Union, or Local Union. The Company agrees to give their final decision on any appealed grievances by the Bargaining Committee within a period of seven (7) days.

**D.** It is hereby agreed in the case of failure of the Company and Union to agree on the settlement of the grievance or complaint that either party may call the United States Department of Labor for a hearing to determine their findings and recommendations.

**Section 2.**

**WITNESSES**

The Bargaining Committee shall have the right to call as a witness any employee to testify as to facts concerning any disputes during the hearing of a grievance or complaint to verify justification of the grievance or complaint.

**Section 3.**

**TEMPORARY  
EMPLOYEES  
REPRESENTED**

The Union may represent any temporary employee in the matter of grievance or discharge of said employee.

**Section 4.**

**DISCHARGE**

The Company reserves the right to discharge any employee for cause, but in the interest of fairness and justice, it is agreed that the Company and the Union will cooperate fully in determining the facts in any case where doubt may exist, and no final action shall be taken until a full investigation has been completed. An employee may be suspended pending such investigation, but if found blameless he shall be paid for all time lost and shall not lose seniority.

**Section 5.** The Company agrees to  
**UNION** notify the Steward or  
**NOTIFIED OF** Bargaining Committee  
**DISCIPLINE** when an employee is penalized, suspended, laid-off, or discharged, and to give cause in writing. The Company further agrees to negotiate the cause if the Bargaining Committee thinks it is necessary.

**Section 6.** Should a difference arise  
**NO** between the Company  
**SUSPENSION** and employee or employees of the Company  
**OF WORK** as to the meaning or application of any of the provisions of this Agreement, or should any local trouble of any kind arise in the Plant, there shall be no suspension of work on account of such difference until the grievance procedure provided herein has been exhausted in an honest effort to settle such differences.

#### ARTICLE IV—SENIORITY

**Section 1.** Plant seniority shall  
**DEPARTMENTAL** be observed and determined by the original hiring date of  
**AND PLANT** each employee.  
**SENIORITY**

First: To each department, or within each department.

Second: To Plant.

**Section 2.** New employees shall be regarded as temporary for the first sixty (60) days of their employment. After sixty (60) days of continuous employment the names of such employees shall be placed on the seniority list. Temporary employees shall be first laid-off when work is slack.

**Section 3.** The President, Vice-President, Financial Secretaries, Recording Secretary and Bargaining Committee shall head the seniority list in the Plant, and all Stewards shall head the seniority list in their departments, but all shall be returned to their original standing on the seniority list upon the termination of service on said Committee, and/or as Shop Steward.

**Section 4.** Senior employees shall have preference of the first, second, and third shifts. At the present time the first shift starts at 7:00 A. M. and the second shift starts at 3:30 P. M. If any deviation from this arrangement becomes necessary such change will be made by mutual agreement between the Company and the Bargaining Committee. It is the spirit of this Agreement that the employees shall cooperate with the

Management on the starting of new shifts and will provide such old personnel to work on the new shifts as will insure efficient production, until such time as new employees are capable of doing the job.

**Section 5.** The Company will ordinarily use registered mail in calling employees back to work after a lay-off. In an emergency the Company may notify, some or all, employees to return to work by 'phone, or in person, but when this is done a record of the time and manner of the notification will be made and the Bargaining Committee advised. Any employee who fails to return to work, or get in touch with the Company, within seven (7) business days after the day the notice is mailed, will be conclusively presumed to have resigned and his record shall be noted accordingly. However, if the Company finds it necessary to recall two or more employees at the same time it will notify such employees on the same date and all such employees who comply with the provision of this Section shall retain their place on the seniority list, regardless of the order in which they return to work. No claim for time lost shall be allowed if based on failure of employees actually to resume work in the order of their seniority.

**Section 6.**

**SENIORITY  
LIST  
POSTING**

Seniority lists shall be posted on bulletin boards in the respective departments and Stewards shall be furnished a copy for their departments. All members of the Bargaining Committee shall be furnished copies of seniority lists for all departments, and a master seniority list. All seniority lists will be revised quarterly. If any employee believes that he has not been properly placed on his seniority list, he must call the matter to the attention of the Steward within ten (10) days and the Steward must call the matter to the attention of the fireman within twenty (20) days of the date the employee's name first appeared on the list, and ask for a correction if he thinks an error has been made, otherwise, his seniority shall be governed by his place on the list.

**Section 7.**

**EMPLOYEE  
CLASSIFI-  
CATIONS**

Whenever a dispute arises concerning the qualifications and ability of an employee to do a job, it will finally be determined by the Management and Bargaining Committee. However, it must go through the regular grievance procedure.

**Section 8.**

Seniority rules shall apply to lay-offs, recalls and promotions.

**Section 9.** Seniority shall be lost for the following reasons:

**LOSS OF SENIORITY**

A. Voluntarily quit.

B. Discharged for cause (cause agreed upon by Company and Committee). (See Article III, Section 4.)

C. Failure to report to work when called by registered United States mail. (See Section 5 of this Article.)

**ARTICLE V—GENERAL WORKING CONDITIONS**

**Section 1.** In making promotions to supervisory positions, the Company will consider qualified employees in the order of their seniority, but reserves the right to hire supervisory personnel from outside the ranks of employees. Both parties endorse the principle of advancing employees to positions in the Management group. In the event an employee so advanced is demoted, he shall be promptly returned to work comparable to his former classification at the current hourly rate of pay without loss of, and in accordance with his seniority.

**Section 2.** Male help shall not be replaced by female help for the purpose of reducing wage rates, and all female help now working on jobs normally performed by male help shall re-

ceive the same rate of compensation as male help doing the same work.

**Section 3.** Any employee reporting  
**REPORTING FOR WORK** for work and then sent home, or refused work, shall receive not less than two (2) hours' pay at his or her regular hourly rate, unless said employee was notified not to report.

**Section 4.** No shut-down or curtailment of production because of reduction in volume, lack of sales, shortage of material, or causes beyond the control of the Company shall be deemed a lockout within the meaning of this Agreement.

**Section 5.** All notices pertaining to  
**CHANGE OF SHIFTS, ETC.** changes in hours, shifts, or working conditions, will be posted at least forty-eight (48) hours in advance of such changes, except in emergencies.

**Section 6.** All crating of finished  
**CONVERSION ASSEMBLIES** trucks or conversion assemblies done in the factory must be done by employees on the seniority list.

**Section 7.** No employee will be  
**TRANSFER** transferred from one occupation or department to another without his consent. Such a

transfer for a period of thirty (30) days, or less, shall be temporary and the employee's hourly rate shall not change. However, if such a transfer extends beyond thirty (30) days it shall be permanent and the employee's hourly rate shall change to the classification of the job to which he has been transferred. In disputed cases the Bargaining Committee must be notified at least five (5) hours prior to any transfer, lay-off, or discharge. Discharge must be in writing.

## ARTICLE VI—LEAVE OF ABSENCE

**Section 1.** Upon application, leaves of absence may be granted employees at the convenience and discretion of the Company for limited periods not to exceed one (1) year and without extension privilege. Time away from work on a leave of absence in excess of sixty (60) days shall be deducted from the beginning of seniority and a new seniority date established, except that employees elected or selected to perform Union duties and employees elected or selected to public office, who have the approval of UAW-CIO, Local Union No. 226, (Marmon-Herrington Company, Inc., Unit) will be granted leaves of absence for periods of one (1) year with extension privileges, without loss of seniority and not in excess of fifteen (15) employees at any one time.

**Section 2.** Any employee who, during the war, is drafted or volunteers for service with the military forces of the United States, or is drafted under the provisions of the Industrial Mobilization Plan, shall accumulate seniority during such period of service and will be re-employed upon discharge from such service in accordance with the applicable seniority rules and providing there is work he is qualified to do, and he makes application for re-employment within sixty (60) days after his discharge.

## ARTICLE VII—VACATIONS

**Section 1.** All employees who, as of **ELIGIBILITY** June 30 have completed one (1), or more, years of service shall be permitted to take vacations with pay as shown in the following tabulation:

1 Year	6 Days	48 Hours	pay
2 Years	7 "	56 "	" "
3 "	8 "	64 "	" "
4 "	9 "	72 "	" "
5 "	10 "	80 "	" "
6 "	11 "	88 "	" "
7 "	12 "	96 "	" "

**Section 2.** Vacation pay shall be the number of hours shown in Section 1 of this Article, times the employee's rate the last week in June of that year.

**Section 3.** Employees with less than one (1) year's service shall be allowed one (1) day's vacation for each two (2) months' service with pay at June 30 hourly rate and eight (8) hours per day for each day's vacation.

**Section 4.** All vacations shall be taken between July 15th and September 30th of each year and must be arranged for in advance with the foreman.

## ARTICLE VIII—CONCLUSION

**Section 1.** Nothing herein shall permit the Union, or any of its members, to assume that they have any authority to officiate in a managerial or supervisory capacity. Any employee who violates the terms of this Agreement shall be subject to disciplinary measures, by the Union. If the Management violates the terms of this Agreement, it shall be considered as a gesture of bad faith on the part of the Company and subject to immediate correction through the established bargaining procedure.

## ARTICLE IX—DURATION

**Section 1.** This Agreement shall remain in force for one (1) **TIME OF**  
**EXPIRATION** year from the date hereof, and shall automatically renew itself from year to year unless written notice of desire to terminate or to modify any portion or any of the terms hereof is given by either party to the other at least thirty (30) days prior to the expiration of any such annual period.

Amendments may be made from time to time by mutual agreement.

**Section 2.** This Agreement shall be effective at once, except **EFFECTIVE**  
**DATE** that part which is subject to War Labor Board approval. The Company and the Union will jointly apply to the War Labor Board for their approval from the date of signing.

**Section 3.** There is attached hereto **SUPPLEMENTS** and made a part hereof Supplement No. 1, governing hours of work, and Supplement No. 2, governing wage rates. Because of present economic conditions it is agreed that Supplements Nos. 1 and 2 may be revised or amended by agreement between the Company and the Union on three (3) days' notice from either party and without disturbing any of the other Articles of this Agreement.

IN WITNESS WHEREOF the parties  
hereunto set their hands this 22nd day of  
June, A.D., 1943.

**Marmon-Herrington Company, Inc.**

By BERT DINGLEY

**International Union United Automobile,  
Aircraft and Agricultural Implement  
Workers of America.**

ARNOLD ATWOOD,

Regional Director

MOSE KUCELA,

International Representative

**International Union United Automobile,  
Aircraft and Agricultural Implement  
Workers of America, Amalgamated Local  
No. 226, (Marmon-Herrington Company,  
Inc., Unit)**

By LIONEL O. ASMAN

JAMES MALOY

HARRY DANIEL

WM. E. REED

CLYDE SHEPHERD

RUSSELL BEDWELL

CHARLES JACK GREEN

CHARLES INMAN

JOHN M. WILTERMOOD

## **SUPPLEMENT NO. 1**

### **INTERPRETATION EXECUTIVE ORDER NO. 9240**

#### **HOURS AND PREMIUMS**

**Section 1**      The Company agrees to establish an eight (8) hour day, and a forty (40) hour week. For the purpose of this Supplement on working hours, a regularly scheduled work-week shall consist of seven (7) successive days, starting at 12:01 A.M. on Monday (Sunday Midnight).

**THE WORK-WEEK**

**Section 2.**      A work-day shall be the calendar day (i. e., from Midnight to Midnight). Thus, work on an established work-day, regardless of the number of hours worked, for the purpose of this Supplement, will be considered as one (1) day of work.

**THE WORK-DAY**

**A.** At times a shift may cut across two (2) work-days. However, only one (1) of the two (2) days is to be counted as a day worked and that is the day on which the shift starts. When an employee, on particular occasions, works beyond his normal shift and thereby works into the next work-day, such excess hours shall not be regarded as an additional day. However, if the employee continues to

work into his day of rest, to the extent of one-half ( $\frac{1}{2}$ ) of his normal shift, or is called back to work on his day of rest, that day must be counted as a day of work.

**Section 3.** Employees will be paid  
**PREMIUM** straight time for hours  
**PAY** worked except as provided  
herein:

**A.** All work in excess of eight (8) hours in any work-day (see Section 2 and 2A) shall be paid at the rate of time and one-half, except when such day is the sixth (6th) day worked in a regularly scheduled work-week, such day shall be paid as provided in Paragraph 'B'; or when such day is the seventh (7th) consecutive day worked in Paragraph 'C'.

**B.** All hours of work on a sixth (6th) day worked in regularly scheduled work-week, shall be paid at the rate of time and one-half. This paragraph does not require that any particular number of hours be worked in a day for that day to be regarded as a day worked for the purpose of computing the sixth (6th) day of work in a work-week. Full days of absence, because of a designated holiday, lack of work, injury in the Plant, ordered appearance by a Draft Board, service on a Government Board, and the absence of Union Officers and Stewards on Union business shall be counted as a day worked for the

purpose of computing the sixth (6th) day of work in a work-week.

C. All hours of work on a seventh (7th) consecutive day worked in a regularly scheduled work-week, shall be paid at the rate of double time, except as hereinafter provided.

If an employee is absent for all of one (1) or more days, such days are not to be included in computing the seventh (7th) day. The only two exceptions to this rule are a designated holiday on which no work is performed and the case where an employee reports with the reasonable expectation of work and is sent home because of lack of work, or other reasons beyond his control: (other reasons beyond his control shall be absence because of injury in the Plant, ordered appearance by a Draft Board, service on a Government Board and the absence of Union Officers, Stewards on Union business) such days shall be counted in computing the seventh (7th) consecutive day.

All other days on which an employee does not work his full schedule, but absents himself for a portion of the day without justifiable cause, shall not be counted in computing the seventh (7th) day. However, double time will be paid on the seventh (7th) day **only** for those hours actually worked after the time lost (time lost: straight time hours only), due

to absence without justifiable cause, (justifiable cause: holiday, no work available, injury in the Plant, ordered appearance by a Draft Board, service on a Government Board and the absence of Union Officers and Stewards on Union business) has been made up by the employee.

**D.** No premium wage or extra compensation shall be paid for work on customary holidays, except that time and one-half wage compensation shall be paid for work performed on the following holidays only:

New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day.

**E.** Work on any of the above holidays, which is also the seventh (7th) consecutive day of work in a regularly scheduled work-week, shall be paid only at the double time rate.

**F.** The above holidays shall be counted as days worked for the purpose of computation of the sixth (6th) and seventh (7th) day of work under Paragraphs 'B' and 'C' whether or not work is actually performed.

If one of the designated holidays falls on Sunday, either Sunday or Monday may be observed as the holiday, but not both.

Under no circumstances shall the several premium rates be pyramided.

**Section 4.**

**VOLUNTARY  
OVERTIME**

No employee shall be required to work overtime only of his own free will, and no employee shall be laid off by the Management or foremen during the regular work-day or work-week without pay for the purpose of avoiding overtime payment.

## SUPPLEMENT NO. 2

### WAGES

**Section 1.** The Company agrees  
**HIRING RATES** that for experienced  
**EXPERIENCED** workers a minimum  
hiring rate of seventy-five cents (75c) per hour will be established. At the completion of the experienced worker's sixty (60) day probation period, he shall receive an increase of ten cents (10c) per hour. Every thirty (30) working days thereafter his rate shall be automatically increased at the rate of five cents (5c) per hour until the rate for his job classification shown in Section 6 of this Supplement has been reached.

**Section 2.** The Company agrees  
**HIRING RATES** that for inexperienced  
**INEXPERIENCED** production workers a minimum hiring rate of sixty cents (60c) per hour shall be established. At the completion of the inexperienced worker's first sixty (60) working days, he shall receive an increase of ten Cents (10c) per hour. Every thirty (30) working days thereafter his rate shall be automatically increased at the rate of five cents (5c) per hour until the rate for his job classification shown in Section 6 of this Supplement has been reached.

Service Department employees and Sweepers shall be hired at a minimum of

sixty cents (60c) per hour and shall be advanced ten cents (10c) per hour after completing sixty (60) working days and thereafter shall be advanced five cents (5c) per hour at the completion of each thirty (30) working days until the Service Department employees reach a rate of eighty cents (80c) per hour and Sweepers a rate of seventy-five cents (75c) per hour.

**Section 3.** Employees working on  
**NIGHT SHIFT** night shifts shall be paid  
**BONUS** a five per cent (5%)  
bonus.

**Section 4.** All employees on the senior-  
**BLANKET** ity list on January 25, 1943,  
**INCREASE** have received a three cent  
(3c) per hour increase, but  
not to exceed the maximum rate shown  
in the War Labor Board letter of February 10, 1943. Wage rates proposed in this Supplement are the same as those agreed to in October, 1942, except that minimum and maximum rates have been raised in some classifications. Subject to War Labor Board approval the wage rates proposed in this Supplement become effective on the effective date of this Agreement.

**Section 5.** Nothing contained herein  
**NO** shall reduce the wages  
**REDUCTION** of any employee on the  
present payroll.

**Section 6.****WAGE CLASSIFICATIONS**

The maximum wage rates of the various classifications shall be as follows:

CLASSIFICATION	WAGE RATE
Layout -----	\$1.116
Inspectors -----	1.116
Set-up Men -----	1.166
Tool Grinding -----	1.166
Internal and Ext. Grinding -----	1.116
Turret Lathe -----	1.10
Engine Lathe -----	1.10
Planer -----	1.166
Screw Machine -----	1.05
Milling Machine -----	1.10
Radial Drill -----	1.05
Automatic Drill -----	1.05
Drill Press -----	1.05
Welders -----	1.166
Sheet Metal -----	1.10
Car and Parts Washer -----	1.00
Mechanics -----	1.116
Blacksmith -----	1.116
Assembly Men -----	1.05
Painters -----	1.05
Electricians -----	1.10
Machine Repair -----	1.10
Millwrights -----	1.10
Shipping and Loading -----	1.05
Tool Clerk, Stock, Helper, Saw Grinder, Hand Miller, etc. -----	1.05
Service Department -----	.80
Sweepers -----	.75



# ***AGREEMENT***

*Between*

**Marmon-Herrington Co., Inc.**

*and*

**International Union United  
Automobile Aircraft and  
Agricultural Implement Workers  
of America**

**Affiliated with the Congress of  
Industrial Organizations**

**LOCAL No. 226**





# ***AGREEMENT***

*Between*

**Marmon-Herrington Co., Inc.**

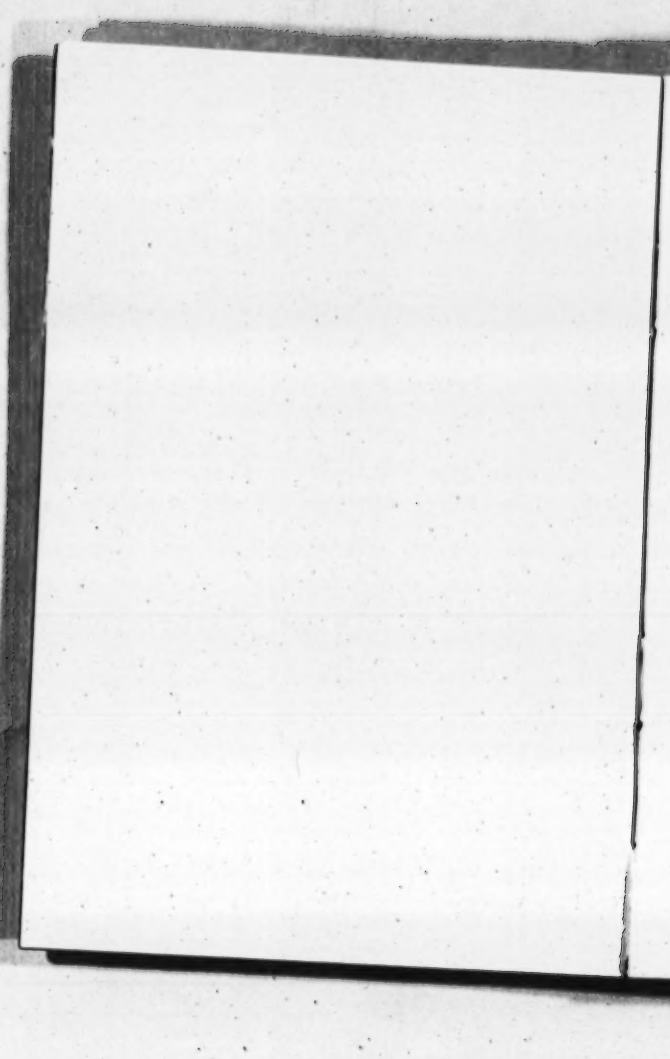
*and*

**International Union United  
Automobile Aircraft and  
Agricultural Implement Workers  
of America**

**Affiliated with the Congress of  
Industrial Organizations**

**LOCAL No. 226**





## PREAMBLE

This Agreement entered into and concluded at Indianapolis, Indiana, on this 22nd day of June, 1943, by and between the Marmon-Herrington Company, Inc., and the United Automobile Aircraft and Agricultural Implement Workers of America, and its Amalgamated Local No. 226 (Marmon-Herrington Company, Inc., Unit), a CIO affiliate, hereinafter known as the Union.

## ARTICLE I—RECOGNITION

**Section 1.** The Company will recognize the Union as the exclusive bargaining agent for all its employees, except superintendents, foremen, guards, confidential clerks, and office employees, and men empowered to hire and discharge, for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other conditions of employment; with respect to all discriminations and dismissals and for the purpose of adjusting any grievances or complaints which may exist now, or may arise in the future, and within the meaning of the National Labor Relations Act.

**Section 2.** For the duration of this Agreement, employees shall be required to be and remain members of the Union in good standing as a term and condition of em-



# AGREEMENT

between

BENDIX PRODUCTS  
DIVISION

BENDIX AVIATION CORPORATION

South Bend, Indiana

and

LOCAL UNION No. 9  
U. A. A. W. A. - C. I. O.

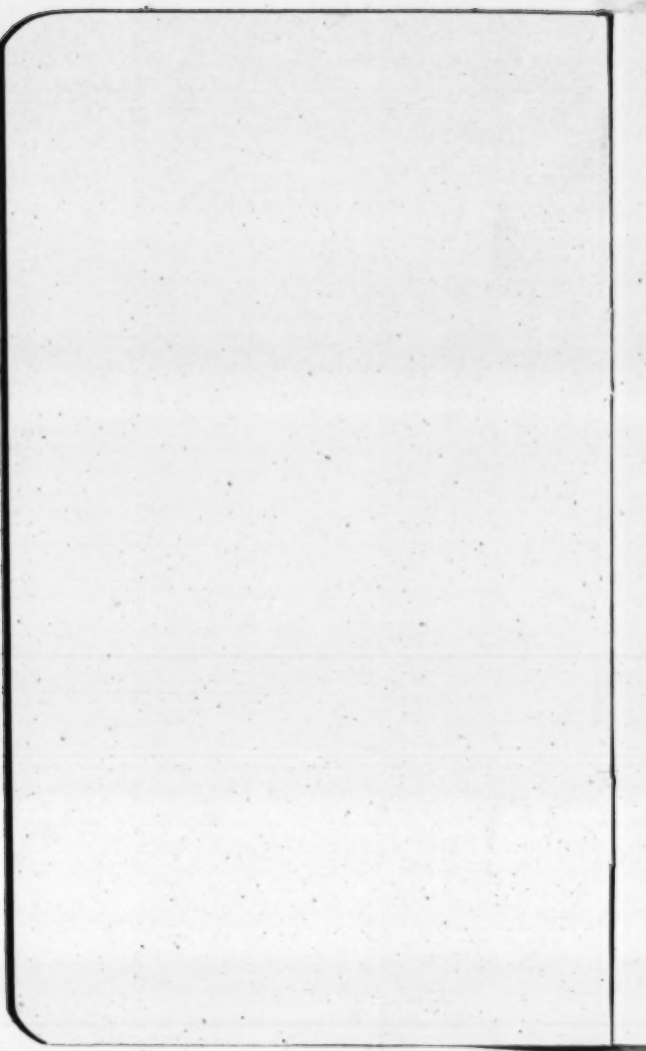


## INTRODUCTION

**T**HE organization of the Bendix Products Division consists of two inseparable groups, Management and Labor, whose responsibilities are closely related.

The continued success of the business depends upon the production of quality products at attractive costs. This success, so vital to all, depends upon the cooperation of Management and Labor because their basic interests are the same.

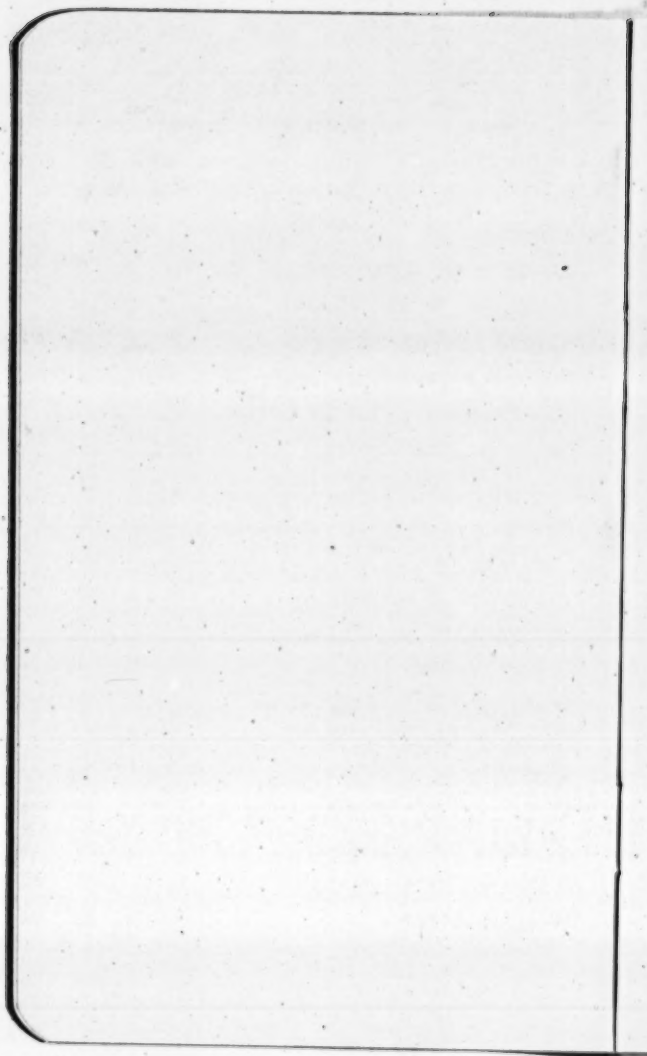
From time to time, differences of opinion between Management and Labor may arise, and this Management is convinced that such differences can be satisfactorily adjusted by sincere and patient effort.



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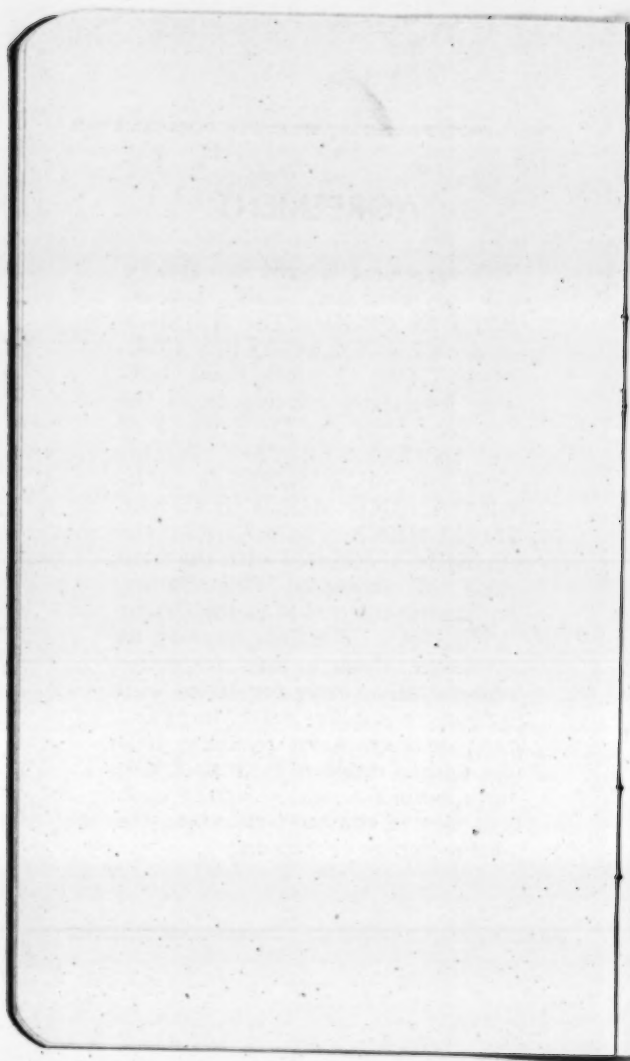


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## AGREEMENT

This agreement entered into this 1st day of February, 1942, between BENDIX PRODUCTS DIVISION of the BENDIX AVIATION CORPORATION, of South Bend, Indiana, hereinafter referred to as the Company, and the Local No. 9 of the INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, affiliated with the Congress of Industrial Organization, hereinafter referred to as the Union: WHEREAS: The Company and its employees through their respective representatives have negotiated with a desire to stabilize employment and promote harmonious relations, it is the mutual desire of both parties to incorporate the matters agreed upon and form a contract; therefore, the parties agree as follows:

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## RECOGNITION

- (1) The Bendix Products Division, Bendix Aviation Corporation, South Bend, Indiana, agrees to recognize the unit of Local No. 9, of the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, which is composed of employees of the Company, and is affiliated with the Congress of Industrial Organization, as the sole bargaining agency for all employees (as certified under the decisions of the National Labor Relations Board) except those mentioned in Paragraph (2), for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment.
- (2) It is mutually agreed that the term "employee" shall not include, and the Union will not accept for membership for the purpose of this agreement, direct representatives of Management such as Superintendents, Foremen, Assistant Foremen, Time Study Men, administrative office and salaried employees.
- (3) (Agreed to in proceedings before the War Labor Board on January 30, 1942)  
All employees now and in the future included in the bargaining unit and covered by the memorandum agreement, and who are members in good standing

on January 30, 1942, and any who may thereafter become members of the Union, must, during the term of this agreement, as a condition of continued employment, maintain such membership in the Union by the payment of dues and assessments imposed by the local or international organizations not to exceed two in number if not more than one dollar each.

- (4) The names of the employees included in the unit above referred to and covered by the terms of the memorandum agreement who are members in good standing on January 30, 1942, will be certified by the Secretary of the Union and submitted to the Company. Whenever employees thereafter become members of the Union, their names shall be certified in writing to the Company by the Union.
- (5) The Company agrees that there shall be no discrimination against any employee because of his or her membership or activity in the Union, and its members agree that there shall be no solicitation for Union membership, collection of dues or other Union activity during working hours except as outlined in this agreement.
- (6) The management of the Company and the direction of the working forces, including the right to hire, transfer, sus-

pend or discharge for cause and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested solely in the Company, provided that this will not be used for purposes of discrimination against any member of the Union and is in accordance with seniority and other provisions herein established.

- (7) No individual, group, department or division in this bargaining unit shall change any part or deviate in any manner from the terms of this agreement between the Company and the Union, nor shall individual arrangements be made covering any part or all of this agreement contrary to the terms hereof.

## REPRESENTATION

- (8) The employees shall be represented by a Bargaining Committee of not more than eight (8) members, including the President and Vice-President of the Union. The Bargaining Committee may have a secretary.
- (9) The Company shall negotiate with the Bargaining Committee as representative of the employees, and will adjust all grievances now pending or that may arise in the future. Either party shall have the right to call International Representatives to assist.

- (10) The Company agrees to recognize Designated Stewards, the number of which shall be determined by the Company and the Union.
- (11) The names of officers of the Union and the names of the members of the Bargaining Committee and Designated Stewards shall be given in writing by the President of Local Union No. 9 to the Director of Industrial Relations at the time of their taking office. The Director of Industrial Relations shall also be notified promptly in writing by the President of Local Union No. 9 of any changes in the officers of the Union, Bargaining Committee, and Designated Stewards.
- (12) The Company agrees that there shall be one regular meeting between the Bargaining Committee and the Company each week which shall be held during the regular factory-day working hours. Hours so spent by each member of the Bargaining Committee shall be paid for by the Company at the Bargaining Committeeman's regular earned rate. The total number of hours for each member of the Bargaining Committee so paid for by the Company, shall not exceed six (6) hours.
- (13) Time allowances under the Grievance Procedure to any member of the Bargaining Committee are not to be al-

lowed on the regular meeting day, unless such Bargaining Committeeman is called by the Management.

- (14) Additional meetings may be called when agreed to by the Bargaining Committee and the Company. Such meetings if called by the Company will be paid for by the Company at the Bargaining Committeeman's regular earned rate.

## GRIEVANCE PROCEDURE

- (15) It is mutually agreed and understood that should any differences arise between the Company and any of its employees as to the meaning and application of any of the provisions of this agreement, or should any local trouble of any kind arise in the plant, there shall be no interruption of operation by any employee or group of employees on account of such differences or for any other reason whatsoever until an earnest effort is first made to settle such differences immediately by the following grievance procedure.

- (16) No grievance or complaint of any employee or group will be considered by the Management or the Bargaining Committee unless the procedure hereinafter provided is followed:

**Step One.  
Presentation  
of Grievance  
to Foreman**

- (17) Any employee having a grievance should first take it up with the Foreman or the Steward.

In case a complaint or request cannot be settled by the Foreman, the Steward shall present such grievance, complaint or request to the Foreman of the Department in writing, at least in duplicate, on a form provided for the purpose.

**Step Two.  
Appeal to  
Bargaining  
Committee**

(18) After written grievance has been presented to the Foreman by the Steward, the Steward may settle such grievance with the Foreman, or obtain the presence of his Committeeman in his department to investigate the complaint. The Committeeman, upon receipt of the written complaint and investigation of same, shall request of the Superintendent and receive an appointment to discuss the grievance with the parties concerned.

**Step Three.  
Appeal to  
Company and  
Bargaining  
Committee**

(19) In the event the procedure outlined above does not result in a satisfactory adjustment, the case shall be negotiated by the Bargaining Committee and the designated representatives of the Company on the next regular meeting day. If a satisfactory adjustment is then made, the decision shall be noted on the form by the Management representatives and by the Union representatives.

**Step Four.  
Appeal to  
Umpire**

- (20) In the event of failure to adjust any case, it may be appealed to the impartial Umpire, provided it is the type of case on which the Umpire is authorized to rule.
- (21) The impartial Umpire shall have only the functions set forth herein and shall serve for duration of the contract, provided he continues to be acceptable to both parties. The fees and expenses of the Umpire will be paid one-half by the Company and one-half by the Union, and all other expenses shall be borne by the party incurring them.
- (22) Cases not appealed to the Umpire within seven (7) days after a final decision has been given by the Company shall be considered settled on the basis of the decision so given.
- (23) Notice of intent to appeal shall be filed with the Umpire within seven (7) days after the Company has rendered a decision. Two copies of the notice of intent to appeal are to be sent to the Company.
- (24) All cases shall be presented to the Umpire in the form of a written brief prepared by each party, setting forth the facts and its position and the arguments in support thereof. The briefs of both parties shall be filed with the Umpire

within ten (10) days after the seven-day period. Each party shall furnish the other party with three (3) copies of its brief, in each case. The Umpire may make such investigation as he may deem proper and shall, at the request of either party, hold an open hearing and examine the witnesses of each party, and each party shall have the right to cross-examine all such witnesses and to make a record of all such proceedings. This hearing is to be held in South Bend, Indiana.

## FUNCTIONS OF THE UMPIRE

- (25) It shall be the function of the Umpire, after due investigation and within thirty (30) days after submission of the case to him, to make a decision in all claims of discrimination for Union activity or membership, and to rule as to the interpretation of the terms of the contract and written agreements supplementary thereto and any alleged violations of written agreements that may be hereafter executed between the parties.
- (26) In disciplinary layoff and discharge cases, the Umpire shall have the power to adjudge the guilt or innocence of the employee involved, and review any penalties imposed on employees and modify or amend penalties, if in his

judgment penalty is too severe. If the Umpire shall adjudge the employee innocent of the offense for which he was disciplined or discharged, the Company will reinstate the employee in full with accumulated seniority, and in case the employee was penalized by loss of working time, will pay him back wages, less any Unemployment and other compensation from any source which he may have received during the period of his separation from the payroll of the Company.

- (27) The Umpire shall have no power to add to or subtract from or modify any of the terms of the contract or any agreements made supplementary thereto, to establish or change any wage, or to pass on any matters arising under Paragraphs (78), (79) — Wages, or (91), (92) and (93) — Production Standards — of the present agreement.
- (28) Any issue involving the interpretation and/or the application of any term of this agreement must first be discussed by the Company and the Union. Upon failure of the parties to agree with respect to the correct interpretation or application of the agreement to the issue, it may then be appealed directly to the Umpire as provided herein.
- (29) After a case on which the Umpire is empowered to rule hereunder has been

referred to him, it may not be withdrawn by either party except by mutual consent. Any claim with origin prior to the date hereon may not be appealed to the Umpire provided for herein, except by mutual consent.

- (30) Claims against the Company will not be accepted for consideration for a period prior to the date the grievance was first filed in writing, unless the circumstances made it impossible for the employee, or for the Union as the case may be, to know prior to that date that there were grounds for such a claim. In such cases, retroactive claims shall be limited to a period of thirty days prior to the date the claim was first filed in writing.
- (31) There shall be no appeal from the Umpire's decision, which will be final and binding on the Union and its members, the employee or employees involved, and the Company. The Union will discourage any attempt of its members, and will not encourage or cooperate with any of its members, in any appeal to any Court or Labor Board from a decision of the Umpire.
- (32) Any grievances which the Company may have against the Union shall be presented by the Director of Industrial Relations to the Chairman of the Bargaining Committee of Local Union No.

9, in writing, at least in duplicate. In the event that the matter is not satisfactorily adjusted within two weeks after such presentation, it may be appealed to the Umpire by the Company, on written notice to the Chairman of the Bargaining Committee and to the Umpire.

**Passes.**

- (33) When it is necessary for a Designated Steward or a member of the Bargaining Committee to leave his department, he shall request and receive the proper pass from his foreman, but shall not leave until a substitute worker is provided in his place, if one is required.
- (34) All decisions affecting the pay of any employee due to injustice on the part of the Company or its supervision shall be retroactive to the date on which such injustice occurred.
- (35) Witnesses may be called by the Company or the Union, whenever they are necessary.
- (36) There shall be no unnecessary delay on the part of Company or Union representatives in settling grievances.

## **DISCHARGES**

- (37) The Company may discharge any employee for proper cause. At the time of

discharge, the Foreman will give the employee a copy of his disposition. If the discharged employee desires to make a complaint concerning such discharge, he shall deliver the complaint in writing to the Designated Steward. The Steward may contact the Foreman relative to such discharge or refer it to the Bargaining Committee.

- (38) If a hearing is desired, a member of the Bargaining Committee shall file the complaint with the Personnel Department of the Company within forty-eight (48) hours after such discharge. The hearing will be held within twenty-four (24) hours after the filing of the complaint with the Personnel Department.
- (39) A member of the Bargaining Committee will notify the employee of the time and place of hearing. If such employee fails to make the complaint as herein provided, or if he fails to appear at said hearing or upon the hearing is not found to have been unjustly discharged, then his discharge shall be absolute as of the date of the discharge. If upon such hearing the employee is found to have been unjustly discharged, he shall be paid for all time lost, and reinstated.

## SENIORITY

(40) Seniority shall be set up and applied on a Divisional basis as follows:

### Division I

Automobile Brake, Accessory, Universal Joint, Charger Manufacturing and Inspection.

### Division II

Aircraft, Tank, Marine (R — S — NAS and Y types) and Automobile Carburetor Manufacturing and Inspection.

### Division III

Aircraft Carburetor Manufacturing and Inspection — Core Room — Foundry.

### Division IV

Airplane Shock Struts, Wheels, Brakes, Gun Turret Manufacturing and Inspection.

### Division V

Tool Room, Engineering Experimental and Machine Repair.

### Division VI

Service Departments.

### Division VII

Maintenance, Steam Plant, Liquid Reclamation and Scrap Salvage.

- (41) Employees shall be regarded as probationary employees for the first ninety (90) days of their continuous employment.
- (42) There shall be no responsibility for re-employment of probationary employees if they are discharged or laid off during this period.
- (43) After ninety (90) days of continuous employment, the names of such employees shall then be placed on the seniority list as of original date of hiring.
- (44) Male and female employees shall be placed on separate lists. ~~Job classifications as to male and female shall be mutually agreed upon.~~

## LOSS OF SENIORITY

- (45) Employees shall lose seniority for the following reasons only:
  - (a) If the employee quits.
  - (b) If the employee is discharged.
  - (c) If the employee is absent for three (3) working days without properly notifying the Employment Office of the Company, unless a satisfactory reason is given.

- (d) If the employee fails to return to work within three (3) working days after being notified to report for work by registered mail, and does not give a satisfactory reason.
- (e) If laid off employees fail to report to the Employment Office, in person or by registered mail, on forms provided by the Company, during the following periods:

January 1 to January 15 inclusive,  
April 1 to April 15 inclusive,  
July 1 to July 15 inclusive,  
October 1 to October 15 inclusive.

Employees who work any part of the month prior to that in which a registration period falls, if laid off, will not be required to report for that period.

When reporting, the employee shall be issued a written Acknowledgment of the Registration, a copy of which shall be given to the Chairman of the Bargaining Committee. Registration forms will be available in the Employment Office at time of layoff, and during the period prior to the required reporting date.

## LAYOFF AND REHIRING PROCEDURE

- (46) Seniority shall be strictly adhered to in laying off and rehiring as far as practicable and according to the following regulations: Any deviation from this procedure is subject to review by the Departmental Foreman and Designated Steward.
- (47) (a) A layoff not to exceed two (2) working days shall be considered temporary and may be made regardless of seniority.
- (b) If a layoff should continue beyond two (2) working days, such layoffs shall be made in accordance with departmental seniority.
- (c) If a departmental layoff is to continue more than five (5) working days, including Paragraph (a) and/or (b), the employee shall be separated because of lack of work, except that in emergencies this time may be extended by agreement between the Company and the Union. Employees in such departments who have been laid off shall be transferred to employment for which they are qualified in other departments within the division, eliminating by lay-off the junior employees of the division. If necessary to make adjustments in

other than the employee's own department, in order to complete the transfer the employee may be laid off for five (5) working days without compensation.

(d) When an employee is to be definitely separated because of lack of work the Employment Office and the employee shall be notified on the working day previous to layoff.

(e) Employees with seniority who are placed in other departments within their own seniority division because of lack of work may be returned to the department in which they previously worked on the following basis:

(1) Application shall be made in writing by employees at the time of placement in new departments.

(2) After the application is made, employees will be returned to their former departments, provided the Company considers the openings permanent.

(f) Upon application to the Employment Office, an employee with three (3) years or more of seniority, who has been laid off, will be given an opportunity to take a job in the plant for which he is qualified. Qualification for such job shall be determined by the Company within three (3) working days. Such

transferred employee will replace the junior employee within thirty (30) days of date of application.

- (48) The Company shall be entitled to rely upon the last address of employees as shown on the Employment Office record. Employees shall notify the Employment Office promptly of any change of address.
- (49) Members of the Bargaining Committee and Stewards must be employees of the Company. Bargaining Committeemen shall head the seniority list of the plant, and Designated Stewards shall head the seniority lists of their respective departments during their term of office.
- (50) When an employee who has been disabled and not working because of a compensable injury, which arose out of or in the course of his or her employment with the Company, is able to return to work, such employee may be placed at work by the Company in any division or classification in the Company regardless of such employee's seniority rating. All employees of the Company waive their seniority rights to such extent in favor of such injured employee who is able to and does return to work, provided, however, that such injured employee upon his return to work shall have top seniority only for a period of

thirty (30) days. Whenever practical, the injured employee shall replace the junior employee in the employ of the Company. After such thirty (30) days, a review of the case shall be made by the Company and the Bargaining Committee to determine whether such injured employee's seniority shall be further extended.

- (51) No member of the Bargaining Committee shall be made a foreman during his term of office without forfeiting his seniority rights.
- (52) The seniority of an employee who has been or is hereafter promoted to the post of foreman or assistant foreman or confidential clerical employee in an office department, shall accumulate during his employment in these occupations.

## SENIORITY LISTS

- (53) Seniority lists shall be kept up to date at all times and shall be kept on file in the office of the Employment Manager. They shall be available at all times for inspection by the Bargaining Committee.

## TRANSFERS

- (54) Employees transferred to or rehired in a division other than their own shall

hold seniority in their original division and department for three (3) months after such rehire or transfer. If not returned to original division within this three (3) months, all accumulated seniority shall be transferred to the new division. Divisional transfers will be made only at the request of or with the consent of the employee.

- (55) Employees are not eligible for transfer to another division when there are employees with greater seniority on the hiring list who can qualify for the job in such division. If employees are laid off from the division to which they were transferred, they shall be returned to their former division on the basis of their respective seniority rating, provided, however, that they have not established permanent seniority in such new division.

## LEAVE OF ABSENCE

- (56) Employees shall be granted limited, legitimate leave of absence (in writing) for good cause, with the consent of the Company and the Bargaining Committee without prejudice to seniority or other rights. Employment elsewhere during such leave of absence shall automatically cancel any seniority or other rights.

- (57) Any employee of the Company elected or appointed to office in the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, Congress of Industrial Organization, or Local No. 9 shall make written application for and receive a leave of absence which must be renewed each year. During such absence the seniority of such employee shall continue to accumulate.
- (58) Any employee of the Company who is elected or appointed to Public Office in the City, State or for the United States of America, shall retain seniority upon returning to the employment of the Company.
- (59) Any employee who enters the Military Service of the United States Government under the present Conscription Act, or who in time of war enlists shall, at the expiration of such service, be rehired in line with his seniority on work which is similar to that which he was doing before he left, at the current rate of pay for such work, with seniority accumulative while on such leave; provided he is physically capable and reports for work within sixty (60) days after his discharge.

## WORKING HOURS

- (60) For the duration of the war, there shall be no overtime paid for Saturdays, Sundays or holidays as such.
- (61) Hourly and piece-rate employees will be paid straight time for hours worked except as provided herein.
- (62) Time not worked during the first five days of the week for the reasons listed below shall be considered as time lost for personal reasons in computing sixth and seventh day overtime.
  - (a) Leaves of absence, formal and informal.
  - (b) Disciplinary layoff.
  - (c) New employees hired.
  - (d) Employees with seniority re-hired or recalled after a layoff of 30 days or more.
  - (e) Layoff due to inventory requiring four (4) or more days.
- (63) Time and One-Half
  - (A) Time and one-half shall be paid for all work in excess of 8 hours per day in any continuous 24 hours beginning at the starting time of the employee's shift.
  - (B) Time and one-half for all work in excess of 40 hours in any week, less all time for which daily overtime has been earned.

- (64) The following paragraphs 64A — Time and One-Half and 65A — Double Time apply to all shifts other than swing shifts:

**Time and One-Half**

- (A) Time and one-half for all work on the sixth day of the calendar week, provided, that if the employee has lost time for personal reasons not to exceed 8 hours per day during the first five days of the calendar week, he shall be paid straight time for work on such sixth day until such lost time has been made up.

**(65) Double Time**

- (A) Double time for all work on the seventh day in the calendar week, provided, that if the employee has lost time for personal reasons not to exceed 8 hours per day, during the preceding six days, he shall be paid straight time or time and one-half as the case may be on the seventh day until such lost time has been made up.

- (66) The following paragraphs 66A — Time and One-Half and 67A — Double Time apply only to swing shifts:

## **Time and One-Half**

- (A) For all work on the employee's sixth scheduled work day in the calendar week, provided, however, that if the employee has lost time for personal reasons not to exceed 8 hours per day during the week, he shall work at straight time on the sixth day until such lost time has been made up.

### **(67) Double Time**

- (A) For all work on the seventh consecutive day worked, irrespective of the calendar week, provided, however, that if during the preceding 6 days, the employee has lost time for personal reasons, not to exceed 8 hours per day, he shall be paid straight time or time and one-half as the case may be on the seventh day until such lost time has been made up. Double time will not be paid for more than one day in any continuous 7 days.

- (68) No employee will be laid off during the working week to avoid payment of overtime.
- (69) Upon the termination of the war (by armistice or otherwise) the above sections on working hours shall be sup-

planted by Article VI — Section I — Hours, in the contract dated November 15, 1940.

- (70) There shall be a specified starting and quitting time for each shift. The starting and quitting time may be changed when necessary to maintain continuity of production or employment, by agreement of the Company and the Union.
- (71) For the purpose of this agreement the employee's work week shall be the calendar week, and will begin at 7:00 A.M. Monday and end at 7:00 A.M. the following Monday.
- (72) Emergency extra work in periods of part-time operation, and overtime, should be equalized among the employees in the group engaged in similar work, as far as practicable.
- (73) Any employee called to work or permitted to come to work without having been properly notified that there will be no work, shall receive a minimum of two (2) hours employment.
- (74) The Company will not increase the length of the lunch period, but it may advance or postpone the lunch period not to exceed one hour without penalty. The regular lunch period shall be thirty (30) minutes. Any employee requested to give up any part of his or her lunch

period shall be paid overtime for same, unless otherwise agreed upon between the Company and the Union.

- (75) A night shift premium of Five Cents (\$.05) per hour will be paid to all hourly rated employees working the regular second and third shift hours or any eight (8) hour shift starting after 12:00 noon or before 6:00 A. M.
- (76) Should a holiday be on Sunday, it will be observed on the following day.

## PAY DAY

- (77) Pay day shall be once each week.

## WAGES

- (78) The minimum earned rates of employees after ninety (90) days of continuous service shall be as follows:  
Male — Ninety Cents (\$.90) per hour;  
Female — Eighty Cents (\$.80) per hour. The minimum rate policy does not apply to employees classified as Apprentices, Blue Print Boys, Students, Trainees, Janitresses, Messengers, or additional occupations which may be agreed upon by the Company and the Union.
- (79) Any increases in the hourly guarantee to incentive workers must be made on a sound and equitable basis which does not increase production costs based on

normal operations and which provides for maintaining the required efficiency in all departments.

## GENERAL PROVISIONS

(80) In cases of breakdown, lack of supplies, or any other causes of interruption of work over which the employee has no control, the employees shall be paid for all waiting time, if held subject to recall the same day.

(81) There shall be two ten (10) minute rest periods for all female employees with pay for each eight (8) hour shift at stated times consistent with production.

(82) (Agreed to in proceedings before the War Labor Board on January 30, 1942)

(a) The present female classifications shall remain as standard for automotive departments and for aircraft work now performed in departments noted with asterisks unless changed by Agreement between the parties hereto. (Exhibit A — Present Locations)

(b) ~~The Company and the Union will submit tentative lists of all classifications which may be negotiated and agreed upon, indicating special locations and the number of female employees to be placed. The Company and~~

(See Award of  
Arbitrator - attached  
to Schedule - p 15)

~~the Union agree that the special designated operations and locations of these classifications that may be agreed upon shall be listed and shall be applied only for the duration of the war. (Exhibit B — to be submitted)~~

~~(c) That additional female employees other than those now having seniority and those now listed herein as having lost seniority for failure to report prior to October 1, 1941, (Exhibit C) shall not be hired until the parties hereto agree.~~

~~(d) Should the assignment of female employees agreed upon by both parties result in the displacement of male employees, such transfer shall not be completed until such time as the company is able to place said male employees consistent with their training and skill at a rate of pay not less than their present rate.~~

- (83) Employees shall have preference of shifts in accordance with seniority, within their classifications.
- (84) The Company shall use its best efforts to keep all work — parts, tools, dies and experimental work in the plant, when practical to do so.
- (85) In the event the Company elects to move any job or operation from this plant or the location of its plant from

this location to another, employees affected by such change shall have preferential employment rights at the new location or plant.

- (86) Former employees shall have preference in hiring.
- (87) When a job or operation must be moved from one division to another, employees holding such jobs shall have the privilege of transferring with the job.
- (88) Direct representatives of management such as Superintendents, Foremen, Assistant Foremen, Time Study Men, Administrative Office and Salaried employees shall not perform the regular work of any employee who is covered by this agreement.
- (89) The Company reserves the right to publish other rules from time to time, not inconsistent with the terms of this agreement.

## VACATIONS

- (90) Vacations will be granted for the Year 1942, in accordance with the following plan:
  - (a) Employees eligible under this plan are those who have one or more years of seniority as of June 30, 1942.
  - (b) Vacation pay will be computed at two and one-half ( $2\frac{1}{2}\%$ ) percent

of the employee's earnings for the calendar year of 1941.

(c) Employees who have lost seniority prior to vacation week for any of the reasons stated in Paragraph (45) shall not be eligible for a vacation with pay.

(d) The week of July 5, 1942, will be the vacation period, but in the event it is necessary to change the vacation period to conform to production schedules, such change will be agreed upon between the Management and the Union at least thirty (30) days in advance of the selected date.

(e) In the event, due to production schedules, it is not possible to release employees from work for a vacation period, the vacation allowance will be paid in lieu of vacation. Such allowance will be distributed to employees on their respective paydays in the week of July 5, 1942.

## PRODUCTION STANDARDS

- (91) The Policy regarding speed of operations is that time studies shall be made on the basis of fairness and equity consistent with quality of workmanship, efficiency of operations and the reasonable working capacities of normal operators. If an employee or group of em-

ployees claims the time of their work is too fast and the Foreman is unable to adjust the matter, the job will be restudied and if found to be unfair, an adjustment will be made.

- (92) If, after the job has been restudied, the employee still protests the standard, the Union representative may upon reporting to the Foreman, examine the job and the Foreman or the Time Study Man will explain all the facts to the Union representative.
- (93) The Company may retime any job due to changes in tools, equipment, methods, material or design which justifies revision of the standard.

## **VIOLATION OF AGREEMENT**

- (94) It is the intent of the parties to this agreement that the procedure set forth herein shall serve as a means for peaceful settlement of all disputes that may arise between them.
- (95) Accordingly, it is mutually agreed that neither party, its agents or its members, will initiate, sanction or participate in any demonstration display, advertisement or any other publicity or act tending to incite ill feeling or animosity between the parties, or misrepresenting the position, or questioning the good faith of the other party.

- (96) The Company agrees that there shall be no lockouts during the term of this agreement but the Company reserves the right to lock out any department or dismiss any or all of the personnel of such department and/or the entire plant, if any employee or employees in any department violate the terms of this agreement.

## DURATION OF AGREEMENT

- (97) This Agreement shall remain in full force and effect for the duration of the war (meaning a general armistice or general cessation of hostilities, whichever happens first), and thereafter until either party shall give written notice to the other of its wish to negotiate a new contract. This contract may be amended at any time by mutual agreement.

Dated and signed at South Bend, Indiana, this thirtieth day of April, 1942.

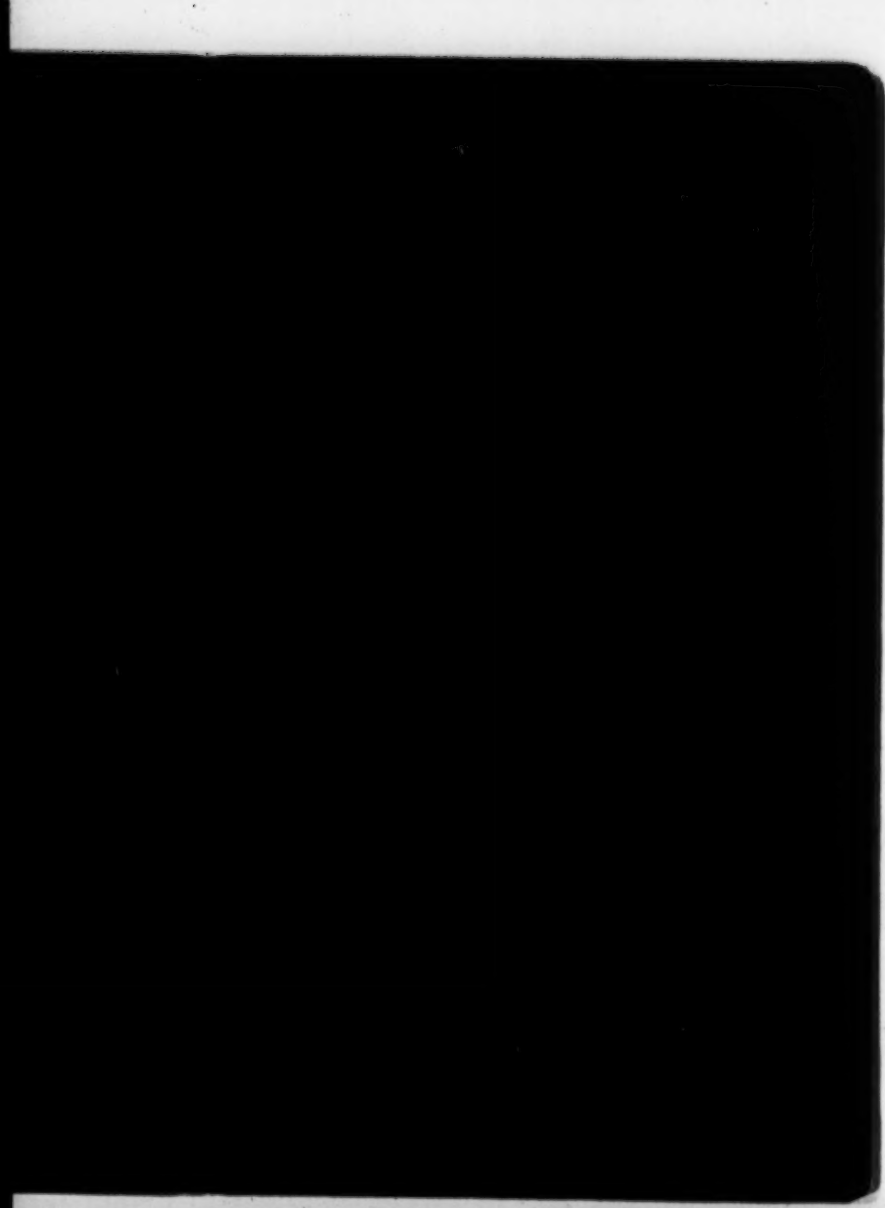
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*The originals of this Agreement are signed by officers of the Bendix Products Division of Bendix Aviation Corporation, the Bargaining Committee of Local Union No. 9, U. A. A. A. W. A. — C. I. O. and approved by the executive officers of the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America.*

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# Articles of Agreement

This agreement made and entered into this 29th day of April, 1941 by and between BENDIX HOME APPLIANCES, INC., of South Bend, Indiana, hereinafter referred to as the "Company," and the HOME APPLIANCE DIVISION OF BENDIX LOCAL NO. 9 INTERNATIONAL UNION UNITED AUTOMOBILE WORKERS OF AMERICA of South Bend, Indiana, hereinafter referred to as the "Union".

WITNESSETH that, whereas, the parties recognize that their interests are mutual and that continued profitable employment upon the part of the employees of the Company, and that continued profits resulting to the Company itself are objects desirable of achievement and to the accomplishments of these ends the parties desire to establish a responsible contractual relationship and thus accomplish and maintain cooperation and united action between labor and management and thereby permit harmonious industrial relations and effect for the public a better product that can be sold at a lower price, without such price decreases being at the expense of labor;

NOW, therefore, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties agree as follows, to wit:

## ARTICLE I.

Home Appliance Division of Bendix Local No. 9 International Union United Automobile Workers of America is recognized as the sole bargaining agent for all employees of the Company. It is mutually agreed that the term "employee" for the purpose of this agreement shall not include foremen, assistant foremen, time keepers, time setters, office employees, plant protection employees, service department employees, or engineering department employees, but shall include all other hourly employees.

## **ARTICLE II.**

The Company recognizes and will not interfere with the rights of its employees to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the Company or any of its agents against any employee because of membership in the Union. The Company will continue to deal with the duly elected representatives of the Union until the expiration of this agreement.

The Company agrees that it will cooperate with the department representatives and bargaining committee in establishing and maintaining a harmonious relationship among its employees and the Union, and will make every effort to maintain this condition while having a contractual relationship with the Union.

The Company will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any agreements with any such groups, organizations, or individuals for the purpose of creating discord within the Union.

## **ARTICLE III.**

The Union agrees that neither the Union nor its members and agents will intimidate or coerce any employee in any manner for any purpose; and will not in any way attempt to solicit membership in the Union, and will not otherwise carry on Union activities of any kind or description except as herein provided in the plant or on the premises of the Company during working hours. Before the beginning of each shift, after the end of each shift, lunch periods and rest periods shall not be considered working hours.

## **ARTICLE IV.**

Because methods of settling all grievances are provided for in this agreement and decisions arrived at are final and binding on both parties, the parties agree that:

(a) The Union will not cause or permit its members to cause, nor will any member of the Union take part in, any strike of any kind whatsoever, sympathetic, sit-down or stay-in strike, "Quickie" (stoppage or slow-down of production for a short period of time on the part of a small group of employees) or stoppage of work of any kind in any of the departments of the Company's plant for any cause or reason resulting from grievance dispute during the term of this agreement, until grievance procedure is exhausted.

(b) The Company agrees it will not lock out or bar the members of the Union while regular employees from entering or working in the plant during working hours; but nothing herein contained shall be construed as preventing the Company from the exercise of its lawful rights as an employer, subject to the provisions of the other paragraphs of this agreement.

#### **ARTICLE V.**

It is deemed desirable to establish for employees of the Company, other than temporary employees, certain seniority rights, and to that end the following understanding and agreement has been reached:

(a) Seniority as originally established May 15, 1938, and as at the present date recognized, shall continue and further seniority rights shall be established as in paragraph (b).

(b) Employees shall be considered temporary employees until they have been in the employ of the Company for a period aggregating three (3) months. After the expiration of such period such employees shall be entitled to seniority rights as of the first date of hiring. Such temporary employees on lay-off and re-call shall be subject to the index system now being used by the employment department.

(c) Classified Seniority, on the basis of classifications listed herein, shall apply to all lay-offs of a normal week or less.

Plant Seniority is recognized in all lay-offs of more than one week.

For versatility every employee shall be contacted by his foreman and Steward and a qualification card shall be made and checked as to capabilities on the following skilled jobs:

Inspection Layout  
Spray Painting  
Arc Welding  
Acetylene Welding  
Bonderizing  
Tool Crib Attendant  
Salvage Inspection  
All Skilled Maintenance

Plant Seniority and qualification standing shall govern on all recalls. When the plant again operates, to make Classification Seniority possible, each worker shall return to the occupation held prior to lay-off.

(d) In case of lay-off, foremen will give employees written notice thereof at least one working day in advance, copy of which notice shall be kept on file in the employment office and shall be available for inspection of accredited Union representatives. The term "lay-off" as used above, does not relate to lay-offs resulting from temporary interruptions of work such as breakdown, lack of material, etc. For the purpose of this agreement, the term "temporary lay-off" shall mean a lay-off of not more than one week. In the event that a temporary lay-off is to continue for a period in excess of one (1) week, notices will be sent to all people affected at least one (1) day prior to the date that they have been notified to return to work. This will be accepted as an extension of the temporary lay-off and in the event employees are to be recalled after the period of one (1) week such recall shall be on a plant seniority basis. In case a permanent lay-off is to take effect during the period of a temporary lay-off, employees so affected shall receive one (1) day's work, or eight (8) hours pay, before such permanent lay-off takes effect.

(e) Employees shall report ready for work not later than the next working day after receipt of notice to return to work. Failure to report within such time shall constitute loss of seniority rights unless satisfactory reasons are given.

(f) Employees changing their address or temporarily leaving town shall immediately notify the employment department and the Union in writing of such change. **FAILURE TO DO SO WILL BE AT THE EMPLOYEE'S RISK OF LOSING HIS SENIORITY BECAUSE HE DOES NOT REPORT ON TIME.** The Company will prepare and deliver to the Union a list of employees who are now on the seniority list, which list shall give the name of such employee, his clock number and date of hiring. Thereafter, additional seniority lists shall be furnished to the Union at such times as they are prepared by the Company.

(g) Upon application filed with the employment department, leaves of absence will be granted employees for just cause without loss of seniority. No leaves of absence will be granted to employees to accept employment elsewhere except when such employment is an elective office of the city, state or Federal government, or appointive offices outside of Civil Service regulations, or where an employee is called to serve this Country under national laws concerning the drafting of citizens, or citizens who enlist in our Country's service during a national emergency or declaration of war. Any employee selected to perform duties for his Union or by the International Union will be granted leave of absence without loss of seniority rights. During any such leave of absence seniority will accumulate. All employees returning from a leave of absence are subject to re-employment and physical examination.

(h) Seniority shall never be lost except through discharge, quitting voluntarily, failure to

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answer a return to work call as specified in Paragraph (e), or for just cause agreed through grievance procedure.

(i) An employee transferred from one seniority classification to another shall take his seniority with him.

(j) New employees hired shall be considered student workers for three (3) days and group allowance equal to any loss of efficiency below last pay period average shall be allowed previous regular workers of the groups having such new labor, in order that previous regular workers shall suffer no loss because of inefficiency caused by new workers during the three (3) days probationary period.

(k) All employees having one year or more seniority shall be rotated on the turn sheet within his classification to equalize hours among all employees entitled to same. The turn sheet shall be held within less than eight (8) hours maximum excepting that when an employee is called in according to the turn sheet where his services are desired by the management he may continue working that day if necessary working not to exceed eight (8) hours before being replaced by another whose right it is to be next in line for work. The total time shall not exceed fifteen (15) hours above the low man.

Where temporary plant shutdowns of less than one (1) week are in effect, employees from the lowest classification turn sheet shall be called to even up hours where they have qualifications that enable them to do work that is available throughout the plant.

## **ARTICLE VI.**

The Company shall at all times have the full right and privilege of establishing speeds and rates. Any grievances with speeds and rates on the part of any member of the Union shall be negotiated with the Union Steward through grievance procedure.

## ARTICLE VII.

In all departments of the Company's plant eight (8) hours shall be considered the Standard Working Day and forty (40) hours shall be considered the Normal Working Week. Overtime shall be paid for at the rate of time and one-half. Time and one-half shall be paid for all work on Saturdays. Double time shall be paid on Sundays and holidays, if worked. The following legal holidays are recognized by the parties: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Days.

Employees who through no fault of their own are required to work beyond the regular shift hours shall be paid at the rate of time and one-half for the time they work beyond the regular quitting time of their shift, unless notified by the foreman the previous working day of a later than regular starting time.

Employees who work on other than the first shift shall be paid a flat four (4) cents per hour in addition to their hourly base rate.

Provision for the payment of overtime, except where working more than eight (8) hours in any day, and the limitations with respect to standard hours of work every day and week, shall not apply to employees engaged in plant protection, or watchmen whose occupation requires regular duties on Sundays and holidays. Employees not covered by this agreement shall not perform the regular work of any employee covered by this agreement excepting watchmen firing boilers at periods when the shop is not in operation, such as weekends and holidays.

It is also understood this does not include instructing workers, and if no other employees capable of doing the work are available in the plant in an emergency up to two (2) supervisors may work one-half ( $\frac{1}{2}$ ) hour each without any back pay penalties being asked.

Whenever an employee is assigned to a higher rated job he shall receive the higher rate paid for such work, except in the case of a productive employee being transferred to a non-productive job, in which case the employee shall receive the

top rate of the department after the period of one (1) week provided he has been in the employ of the Company for a period aggregating two (2) months.

In case of breakdown, lack of supplies, or any cause of interruption of work over which the employees have no control, the employees shall be paid their respective earned rates for all waiting time if held subject to recall provided the employee notifies his foreman in advance of or at the start of interruption of work. Any employee sent home before completing his normal work day and called back to work the same day shall receive time and one-half for all time worked after returning to plant. Employees notified to report for work when no work is available shall be provided with a minimum of two (2) hours work or two (2) hours pay at earned rate.

There shall be two (2) rest periods of ten (10) minutes with pay for each shift, the time to be set by the Management.

#### ARTICLE VIII.

It is important to the Company and its employees that the Company employ competent and proficient workmen and for that reason the right of the Company to discharge any employee for just cause is definitely recognized. Just cause for discharge may be insubordination, inefficiency, violation of shop rules, or serious violation of local, state or Federal laws. It is agreed, however, that the decision to discharge an employee must rest upon evidence that is clear and the full reason for discharge will be recorded and stated in writing to the employee discharged. Complaints alleging discharge without proper cause shall be reviewed by the regular grievance procedure provided the employee discharged, or his recognized representatives, file such complaint with the Plant Manager within the working day following notice of discharge. An employee having filed his complaint within the next working day and found to be discharged without proper cause shall be returned to his regular work or work of a similar nature at the rate of pay pre-

vailing prior to discharge, and shall be paid the earned rate of pay prevailing prior to discharge for time lost while out of employment by reason of such improper discharge.

### **ARTICLE IX.**

A department representative shall be elected by employees who are members of the Union for each of the several departments. Department representatives shall head their department or group while operating on classified seniority.

In the event of a lay-off of more than one (1) week the Chief Steward shall head the plant seniority list. The next fifteen (15) employees shall be called according to plant seniority; the next three (3) required shall be the highest seniority men of the Shop Bargaining Committee; additional employees to be called shall be taken from the plant seniority list up to a total of twelve (12). From this point on the remaining three (3) members of the Shop Bargaining Committee shall head the plant seniority list.

(a) If an employee has a grievance the departmental steward will investigate, and if he feels the grievance is justified, will endeavor to settle the matter with the foreman in charge of the department, with recourse to the Chief Steward and Shop Bargaining Committee.

(b) In case the matter is not settled with the foreman, the steward for the department will take the matter up with the Chief Steward and the General Foreman for the department.

(c) In case the grievance is then not settled, it shall be reduced to writing and given to a member of the Shop Bargaining Committee, who shall present the case for hearing at the next regular meeting between the Committee and the Plant Management.

Forty-eight (48) hours shall be allowed where necessary for answer by the Plant Management. At the expiration of forty-eight (48) hours the Plant Manager and the Shop Bargaining Committee shall meet for a decision.

(d) In case a satisfactory decision is not reached between the Company and the Union

then representatives of the International Union shall be informed for further conferences or settlement that may be arrived at.

(e) Regular conferences shall take place between the Shop Bargaining Committee of the Union and the Plant Manager at such time and place as may be agreed upon by them. Those of the Bargaining Committee in attendance at such conferences shall be paid their earned rates of pay for time lost from their regular occupations as a result of attending such conferences. Special conferences may be arranged when circumstances warrant them between the Union Shop Bargaining Committee and the Plant Manager. Such special conferences when called by the Management will be paid for by Management in the same manner as outlined above.

#### **ARTICLE X.**

A one (1) week vacation with pay shall be granted to all hourly employees who have one (1) year or more seniority as of July 1, 1941, with compensation computed on the basis of two and one-half (2½) per cent of total earnings from June 1, 1940, to and including May 31, 1941, and thereafter while this contract is in effect.

Vacations taken on this basis will not be optional with the employees, but will be considered mandatory. Vacations shall be at a time selected by the Company with a minimum of thirty (30) days' notice to the employees and within the period between June 8th and September 8th.

Any employee quitting or having been discharged prior to the vacation period shall not be eligible for the vacation pay. All other eligible employees or their beneficiaries shall receive vacation pay as outlined above.

#### **ARTICLE XI.**

The parties hereto recognize that stability of rates of pay is desirable, but that violent economic changes may occur, in which event the base rates of pay are to be the subject of collective bargaining between the parties.

In the event the Union Bargaining Committee wishes to discuss any matter with regard to gen-

eral rate changes, it shall address a letter to the President of the Company advising him of the subject it wishes to discuss and the reasons therefor. Within two (2) weeks thereafter the Company through its proper representatives, and the Bargaining Committee of the Union, shall meet at a mutually satisfactory time and place to arrive at conclusions.

In the event the Management wishes to discuss any matter with regard to general rate changes it shall address a letter to the Shop Bargaining Committee advising them of the subject it wishes to discuss and the reasons therefor. Within two (2) weeks thereafter the Union through its proper representatives and the Management of the Company shall meet at a mutually satisfactory time and place to arrive at conclusions.

#### **ARTICLE XII.**

The Company reserves the right to publish other working rules from time to time not inconsistent with the terms of this agreement. All such rules shall first be submitted to the Union Bargaining Committee, and agreed upon with Company officials.

Such rules before being posted shall be explained in a joint meeting of all factory supervisors, Company Management, Union Shop Department Representatives, and Union Bargaining Committee to cause the least possible confusion.

Any willful violation of any such rule or of any provision of this agreement by any employee may be cause for dismissal. Similarly, any willful violation of any provision of this agreement by any supervisor may be cause for dismissal.

#### **ARTICLE XIII.**

The plant shall normally operate on a forty-hour week basis and should indefinite curtailment of production occur then by mutual agreement between the Company and the Union a definite number of employees having two (2) years' or more seniority on that date and previous to a lay-off shall be established. From that

established number wherever practicable work shall be shared downward to thirty-two (32) hours per week with this agreed number. Should it become necessary to lay off still further to maintain a thirty-two (32) hour week then from that point of lay-off the remaining employees shall not work more than thirty-two (32) hours per week until all layed off to maintain a thirty-two (32) hour week are again working thirty-two (32) hours. When production permits the working of more than thirty-two (32) hours then the number of employees first mutually agreed to shall progress to a forty (40) hour week. After a forty (40) hour week is again reached seniority below the original number shall determine further recalls.

#### ARTICLE XIV.

It is understood and agreed that the Home Appliance Division of Bendix Local No. 9, International Union, United Automobile Workers of America, shall constitute the Union for the employees of the Company; and that all boards, committees, bargaining, grievance or of any other nature, that shall represent the employees of the Company shall consist solely of Company employees and the members thereof shall be chosen solely by the vote of the members of Home Appliance Division of Bendix Local No. 9, International Union, United Automobile Workers of America. It is agreed that the Home Appliance Division of Bendix Local No. 9 shall be the bargaining agency of the employees of the Company as in this agreement provided; excepting, however, that the President, the Vice-President, the Financial Secretary of the parent body or representative of the International Union shall sit in any meeting or conference when requested either by the Company or by the Union.

#### ARTICLE XV.

The terms of this and any supplementary agreements reached between the Company and the Union Bargaining Committee upon ratification are binding on all workers and cannot be changed by any individual or group of individuals.

## ARTICLE XVI.

The Company agrees that in the event of department or plant leaving the City of South Bend, Indiana, or transfer to some other part of the City, employees shall have the privilege of going with their job at negotiated rates of pay and retaining their seniority, in case replacement work of equal value has not been provided. It is further agreed that the above agreement apply to any and all divisions of Bendix Home Appliances, Inc.

## ARTICLE XVII.

It is understood and agreed that these articles of agreement shall be in full force and effect for a period of one (1) year and shall continue in effect until either party gives the other thirty (30) days' written notice of intent to terminate this agreement or to negotiate a new contract. It is agreed that this contract shall remain in full force and effect during the thirty (30) day period after such notice. This contract may be supplemented or amended at any time by mutual agreement.

## ARTICLE XVIII.

Classifications mentioned in seniority agreement include the following departments:

- (1) Plant Maintenance
- (2) Tool and Tool Maintenance
- (3) Material Stores
- (4) Immunizing
- (5) Paint Shop
- (6) Receiving, Shipping and Transportation
- (7) Inspection and Layout
- (8) Assembly

BENDIX HOME APPLIANCES, INC.

(SEAL) By D. O. Scott (signed)  
President.

BENDIX HOME Geo. C. Fleener (signed)  
APPLIANCES, INC. Secretary.

U. W. Hardy (signed)  
Factory Manager.

HOME APPLIANCES DIVISION OF  
BENDIX LOCAL NO. 9, INTERNA-  
TIONAL UNION UNITED AUTOMO-  
BILE WORKERS OF AMERICA.

By G. M. Beasecker (signed)  
President.

Philip D. Carpenter (signed)  
Vice-President.

Carl J. Shipley (signed)  
Financial Secy.-Treas.

Furman A. Miller (signed)  
Bargaining Committee.

Frank J. Cebrat (signed)  
Bargaining Committee.

Everett L. Abbott (signed)  
Bargaining Committee.

Lewis E. Oler (signed)  
Bargaining Committee.

H. E. Kesler (signed)  
Bargaining Committee.

Everett E. Burcham (signed)  
Bargaining Committee.

(SEAL)  
INTERNATIONAL  
UNION UNITED  
AUTOMOBILE  
WORKERS OF  
AMERICA.

## **Factory Rules and Regulations of Bendix Home Appliances, Inc.**

Every employee must obey and abide by these rules. They should be carefully read and reread from time to time.

You are a new employee and it is our desire that you work as safely and efficiently as possible. We ask you to cooperate with us to the best of your ability by working carefully, and promoting safety among your fellow workers.

1. Bendix Home Appliances, Inc., will not harbor any employee, or hire any individual, who is connected with any organization whose principles are opposed to organized government or which advocates or adheres to the principle, or policy, of changing or overthrowing the government by force, or which advocates or practices sabotage.

2. The company will not hire, rehire, or retain in its employ in the Manufacturing Division, any married woman whose husband is working in our plant.

3. Each workman when employed will be given an identification badge. If badge is lost, a charge of One (\$1.00) Dollar will be made to cover cost of replacement. If lost badge is later found and returned, a refund of One (\$1.00) Dollar will be made. No employee will be admitted to the Plant without such badge.

4. Some employees will be issued a key ring and ten (10) tool checks. Employees will be charged twenty-five (25c) cents for each lost tool check and twenty-five (25c) cents for key ring. Should the employee fail to turn in his tool checks when leaving our employ, he will be charged twenty-five (25c) cents for each tool check not turned in, and for all tools not turned in, at cost.

5. No tool or bundle is to be removed from plant unless it bears a parcel pass properly signed by the employee's foreman and okayed by the Plant Superintendent. All packages are subject to examination by the watchman.

6. Any employee who registers another employee's time card, or allows his time card to be registered by another, or who in any way tampers with the registration of his own time card will be immediately discharged.

7. Each employee must register and be in his place to begin work when the whistle blows. He must not leave his work before whistle blows at closing time.

8. Employees coming in late will be docked according to following schedule:

Minutes Late	Hour Penalty	Minutes Late	Hour Penalty
1 to 6 -----	.1	31 to 36 -----	.6
7 to 12 -----	.2	37 to 42 -----	.7
13 to 18 -----	.3	43 to 48 -----	.8
19 to 24 -----	.4	49 to 54 -----	.9
25 to 30 -----	.5	55 to 60 -----	1.0 Hr.

9. In all cases of absence, employee must notify his foreman or Personnel Department immediately.

10. Any change of address of the employee must be reported in writing to Personnel Department immediately.

11. No employee is authorized or will be permitted to solicit membership for insurance companies, fraternal, social or other organizations, or to carry on within this plant at any time, any outside business involving patronage on the part of the employees, from which personal profits are to be derived.

12. No entertainment, stag, meeting, organization, or club of any kind will be organized, held, or presented under the name of this company without written sanction granted by the Personnel Director.

13. Employees will not be allowed to go to other departments without permission from their foreman.

14. Boisterous talking or whistling will not be permitted and playing of any kind will not be tolerated during working hours. Gambling is absolutely prohibited at all times on company premises and may result in dismissal.

15. Fighting is absolutely prohibited on company premises and will result in immediate dismissal.

16. Employees who throw articles about departments or from windows will be subject to immediate discharge.

17. Smoking will not be permitted during working hours. It may be permitted outside of working hours in such places as may be designated. Smoking in toilets is absolutely prohibited.

18. Intoxicating liquors will not be allowed within the plant, and anyone bringing same in will be summarily discharged. No employee will be allowed to enter the plant when under the influence of liquor.

19. Wilful waste of materials, oil, gas, water, or compressed air will warrant discharge. Misuse of compressed air is dangerous and may result in fatal accident. Electric lights should be turned off when not needed.

20. Employees will be charged full cost of replacing such property of this company as they have wantonly or carelessly broken or destroyed.

21. Wages will be paid only to the person to whom such money is due or to such properly identified person as may present the written order of such employee. If an employee is discharged, final pay cannot be drawn until 3:00 o'clock of the day following discharge.

22. Employees upon leaving the company must collect all their personal property and be ready to leave the factory on the last working day. Under no circumstances will they be allowed to return to their old department.

23. Any claim for shortage in pay checks must be made to the Timekeeping Division within twenty-four (24) hours after employee received his or her wages.

24. Pay day will be every Friday for the pay period closing the previous Saturday night.

25. When calling for pay checks, all employees must present regulation badges and give their names when requested by pay master.

26. Relatives of Bendix Home Appliances employees will not be hired in the same department. False applications will cause discharge.

27. Factory Hours—First Shift, 7:00 A. M. to 3:30 P. M.; Second Shift, 3:30 P. M. to 12:00 midnight; Third Shift, 12:00 midnight to 7:00 A. M.

Every accident or injury, regardless of how minor it may be, should be reported to the medical department where record of same may be established, so that should any complication set in later on, there is a record of the primary injury. This is most important in establishing claims with the Industrial Board of Indiana.

First aid and temporary relief is likewise offered for sickness which may arise while on the job, but only for that day, after which every worker is encouraged to go to his family physician.

## **Safety Rules and Suggestions**

As an employee of this company it is the desire of the Management that you work as efficiently and safely as possible. The Management has done and is doing every thing possible to protect you while you are at work, but there is a definite amount of precaution necessary on your part, and we ask that you cooperate to the best of your ability, by working safely and carefully and promoting safe practices among your fellow workers.

It is a good motto to promise yourself that you will return to your family each day as you left them, in other words, uninjured.

1. It is expected that your machine or working space be kept clean and orderly because a clean place is a safe place to work.

2. Respirators, goggles, spark shields, and any other safety equipment designated for a particular job, should be worn for your protection.

3. If you do not understand the job you are trying to do, do not hesitate to ask your foreman or supervisor how the job should be done safely. Neither should you hesitate to ask such questions, regarding safety devices or tools, that are necessary to operate the job.

4. Make sure that your clothing fits the job and that you are not operating fast moving machinery with loose sleeves or any other part of your clothing that might become caught—thus drawing you farther into the moving parts of the machine, resulting in an accident. Gloves may be worn on certain operations as recommended.

5. Chips should not be removed from machines with the fingers. They should be brushed out of the way by means provided.

6. Any machine, or piece of equipment, or safety device that is not working properly should be immediately reported to your Supervisor.

7. Running in the Plant or to the clock will not be tolerated because it is a hazard.

8. All hand tools should be kept in good repair. Tools used to pound on, having mushroom

heads, should be ground down so that there is no danger of metal particles being knocked off.

9. Do not try to do a job or operate a machine that you do not understand thoroughly.

10. If the operation you are doing is protected by a safety device, be certain that you know how to check the device to ascertain whether it is in proper working order.

11. There is a right and a wrong way to do a job from the standpoint of safety, and we expect you to learn the right way and operate accordingly.

12. Should you be doing an operation that has previously been protected by a safety device, but for some reason the device is not installed, please report this condition at once to your Supervisor, and do not operate the job without it.

13. Injuries regardless of how slight must be reported to the Hospital immediately. **We make no exceptions to this rule.**

14. First Aid and temporary relief are offered for sickness which may arise while on the job, but only for that day, after which every worker is requested to go to his family physician.

15. Do not try to lift or push objects that are too heavy for you. Ask for help when you need it. To avoid strain; learn to lift the right way—bend your knees—keep your body erect—and then push up with your legs. It is safer and a great deal easier.

16. If, when reporting for work at the beginning of your shift, you do not feel well due to your health, or worry of some condition at home, do not hesitate to confide in your foreman. He will try to help in every way possible because he knows that accidents can happen when the operator has his mind on something other than his work.

17. No compensation shall be allowed for any disease or death intentionally self-inflicted by the employee; or due to his intoxication, his commission of a felony or misdemeanor, his wilful failure or refusal to use a safety appliance, his

wilful failure or refusal to obey a reasonable written or printed rule of the employer which has been posted in a conspicuous position in the place of work, or his wilful failure or refusal to perform any statutory duty. The burden of proof shall be on the defendant.

18. Horse play or scaring workers while doing their job will not be tolerated. It is especially dangerous and kindred to an accident.

19. Do not attempt to adjust or repair machines while they are in motion.

20. All waste and debris should be put in proper containers. Leave no spilt oil, grease, or water that might cause slipping or stumbling. Falls thus caused form a major portion of industrial accidents.

21. It is required that each and every female employee in the shop wear a hairnet regardless of the operation she is doing or the location of the job in the shop. The hairnet should cover and protect all hair on the head, and is not to be worn on the top of the head to allow the looser ends of the hair to fly free. This is imperative.

The Management of this Plant wants only safe workers and those who are able to take care of themselves and comply with safety rules. The rules are simple and are made for your protection, and failure to respect them makes it necessary that such violators be punished by lay-off or discharge; first-offense violators may be subject to lay-off, second-offense violators may be subject to discharge.

Washburn	4.00
Washburn	6.00
Rent	13.75
Meals	10.00
Phone	2.75
Gas fare	1.00
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	37.50



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# AGREEMENT

BETWEEN

**Excel Curtain Company, Inc.**

and

**The International Union  
United Automobile  
Aircraft and Agricultural Implement  
Workers of America**

Affiliated With

**THE CONGRESS OF INDUSTRIAL  
ORGANIZATION**

428 51825  
LOCAL NO. 764



# Excel Curtain Company CONTRACT

## PREAMBLE

This agreement entered into this 1st day of January, 1942, by and between the Excel Curtain Company, hereinafter referred to as the Company, and the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, affiliated with the Congress of Industrial Organization, Local No. 764, hereinafter referred to as the Union.

## RECOGNITION

### Article I

Section 1.—The Company hereby recognizes Local No. 764, International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, affiliated with the C. I. O., as the exclusive bargaining agency of all the Company's employees, except superintendents, foremen, confidential clerks, and office employees, and those that were excluded in the National Labor Board's certification and men empowered to hire and discharge, for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other conditions of employment with respect to all dismissals, and discrimination, and for the purpose of adjusting any grievances of complaints which may exist now or may arise in the future.

Section 2.—The Company will not interfere with the right of its employees to become members of the Union. Neither the Company

nor any of its agents will exercise discrimination, interference, restraint, or coercion against any representative of the Union because of such representation.

## GRIEVANCES

### Article II

Section 1.—The Company further agrees to meet the representatives of the Union for the purpose of settling grievances at such time as may be found necessary.

Section 2.—The Company recognizes the following procedure for the handling of complaints and grievances.

A. Any employee of the Company having grievances must go first to his elected or appointed representative, who will contact the foreman and attempt a settlement. If no settlement can be reached at this point, the representative will then refer the grievances to the union shop bargaining committee, who will negotiate the matter with the management of the Company.

B. The grievance committee and Company shall have the right to call as a witness any employee of the Company to testify as to facts concerning any dispute during the hearing of a grievance or complaint, to verify justification of grievance of either the Company or the Union.

C. The Union may, at its option, represent any temporary employee in the matter of grievance or discharge of said employee.

D. It is hereby agreed in the case of a failure of the Company and Union to agree on the settlement of grievance or controversy

that either party may call on the International Union, State Division of Labor, or the United States Department of Labor, for a hearing to determine their findings and recommendations.

Section 3.—The Company agrees to notify the bargaining committee three hours prior when an employee is penalized, suspended or discharged, and to give cause in writing. The Company further agrees to negotiate the cause if the bargaining committee thinks it is necessary.

Section 4.—Should difference arise between the Company and employee or employees of the Company as to the meaning or application of any of the provisions of this agreement, or should any local trouble of any kind arise in the plant, there shall be no suspension of work on account of such difference until the grievance procedure provided herein has been exhausted in an honest effort to settle such differences. The grievance procedure shall be as follows:

A. Between the foreman and representatives the grievance involves.

B. Between employee and a member of the bargaining committee or other members of the Union and the management, in which case the grievance must be in writing on a standard form furnished by the Union.

C. Between the executives of the Company and executives of the Union and representative of the International Union or Local Union. The Company agrees to give their final decision on any appealed grievances by the bargaining committee within a period of seven (7) days.

D. In the event that the Company's final

✓ decision on any grievance, after procedure has been exhausted, does not satisfy the majority of the Union, the Union agrees to call in a federal concilator before any final strike action takes place.

## SENIORITY

### Article III

Section 1.—Plant seniority shall be observed and determined by the original hiring date of each employee.

✓ First: To each department or within each department.

✓ Second: To plant.

Section 2.—Employees called for work shall report at the time specified in the notice. If satisfactory reason is given within five (5) days from the date of said notice, failure to report for work at the time specified shall not result in loss of seniority. In cases of temporary emergency when it is necessary to recall employees for work, the Corporation shall have the right to recall any employee for work not exceeding three (3) working days.

Evidence of notice shall be conclusive when given by Registered U. S. Mail (return receipt requested) addressed to the employee's residence last shown on the Employment Department's records.

Section 3.—Seniority shall be lost for the following reasons:

A. Voluntarily quit.

B. Discharge for cause. Cause agreed upon by Company and Committee.

C. Failure to report within five (5) days

from date of due notice, provided, however no employee shall lose ~~his~~ or her seniority for failure to report ~~for work~~ when called is caused by sickness or accident. *fairly to*

Section 4.—Members of the bargaining committee must be employees of the Excel Company. *OK*

Section 5.—All members of the bargaining committee, including the President and Vice-President and Stewards, shall head the seniority list during their term of office but shall be returned to their original seniority standing upon termination of their service on said committee. *apply only to lay off*

Section 6.—The seniority list will be kept accurate at all times and will be posted in the Employment Office.

Section 7.—The bargaining committee will provide the Management with an up-to-date list of committees and officers.

Section 8.—No employee will be transferred from one occupation or department to another without his consent. In disputed cases, the bargaining committee must be notified at least 3 hours prior to any transfer, lay-off, or discharge. Discharge must be in writing. *OK*

Section 9.—Seniority rules apply ~~to~~ to the lay-off and recall of employees. *Shifts & promotion*

Section 10.—Qualifications and ability of employee to do a job will be determined by the Management and Bargaining Committee. *to better jobs*

Section 11.—New employees shall be regarded as temporary for the first 90 days of accumulative employment. After 90 days of accumulative employment, the names of such employees shall be placed on the seniority list. Temporary employees shall be first laid off when work is slack.

Section 12.—Each member of the bargaining committee will be given a complete seniority list. This seniority list to be corrected by the Company every three months.

Section 13.—Employees shall not have the right to exercise their seniority rights during temporary lay-offs, not exceeding three (3) days.

Section 14.—Employees who have been promoted to positions as foreman and assistant foreman shall accumulate seniority as agreed upon by the Company and bargaining committee.

## HOURS AND OVERTIME

### Article IV

Section 1.—The work week shall start Monday and extend through Friday.

Section 2.—Eight hours shall constitute a working day and forty hours shall constitute a work week.

Section 3.—The Company agrees to pay one and one-half ( $1\frac{1}{2}$ ) the regular hourly rate of the regular piece work rate for all overtime hours worked in excess of the regularly designated work day or work week.

Section 4.—The Company will pay time and one-half for all hours worked on shifts starting on Saturdays.

Section 5.—The Company will pay double the regular rate for all hours worked on shifts starting on Sundays and all legal holidays, including New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Section 6.—~~At least~~ second and third shifts shall be paid 5c per hour in addition to the regular rate of pay. *10 AM or later*

Section 7.—Based on an eight-hour day and a forty-hour week, the regular working hours shall be: *any time after 8:00 a.m. shift*

A. First shift hours shall be from 7:30 a.m. until 11:55 a.m. and from 12:55 p.m. until 4:30 p.m. Inspection dept. hours 8:00 a.m. until 11:55 a.m., 12:55 p.m. until 5:00 p.m.

B. Second shift hours shall be from 5:00 p.m. until 9:00 p.m. and from 9:30 p.m. until 1:30 a.m.

Section 8.—The work forces shall not be reduced until it becomes necessary to work less than 32 hours per week.

Section 9.—The work forces shall not be increased until it becomes necessary to work more than 36 hours per week.

Section 10.—The Company will pay time and one-half for all hours worked after designated quitting time.

## WAGES

### Article V

Section 1.—The minimum hiring rate for male employees shall be 68c per hour.

Section 2.—The minimum hiring rate for female employees shall be 53c per hour.

Section 3.—The wage rates for productive and non-productive employees shall be as specified in the rider which is attached to and becomes a part of this contract.

✓ Section 4.—Similar work shall receive similar pay. ✓

Section 5.—When employees are requested to report for work or have not been told in advance that there would be no work, they shall be given a minimum of 3 hours or credited with 3 hours at the classification rate for the work performed.

Section 6.—If the piece work prices are not satisfactory to an employee and the bargaining committee and Company, other time studies will be made until a piece work price that is mutually satisfactory has been agreed upon.

Section 7.—The Company agrees that there will not be any wage cut during the life of this agreement unless agreed upon by the bargaining committee and the Company.

Section 8.—All piece work rates will be guaranteed  $17\frac{1}{2}\%$  higher than the classification rate.

Section 9.—Work will be designated either male or female subject to grievance procedure.

*1050, added, 69*

## VACATIONS

### Article VI

Section 1.—Employees who have a service record of more than one year but less than five years shall be entitled to one (1) week vacation with pay.

Section 2.—Employees who have a service record of five years or more shall receive two (2) weeks vacation with pay.

Section 3.—Vacation pay shall be calculated on a forty-hour (40) week basis at employee's established classification rate.

Section 4.—All vacations shall be computed to the end of the fiscal year, June 30.

Section 5.—The Company agrees to allot these vacations during the months of June, July, and August. Employees who wish to take their vacations at times other than the vacation period shall present their request to the bargaining committee.

Section 6.—All vacations must be arranged in advance with the foreman so that production will not be affected.

Section 7.—Any employee who is entitled to a vacation period must take said vacation in order to receive any payment.

Section 8.—Vacation payments shall be made to employees on the pay day immediately preceding the vacation period.

Section 9.—Any deviation from the above Sections 1-8 inclusive will be mutually agreed upon by the Company and the bargaining committee.

## LEAVE OF ABSENCE

### Article VII

Section 1.—Any employee drafted under the Selective Service Act, who volunteers for any type of military service when the United States is at war, either declared or in fact, or any employee in the employ of the government or any of its divisions at time of war or national stress, shall accumulate seniority in the plant according to all such time spent in government service.

Section 2.—Any employee drafted under the Selective Service Act or who volunteers for any type of military service when the United

States is at war, either declared or in fact, or any employee in the employ of the government or any of its divisions at time of war or national distress, shall be paid all vacation benefits which are due him.

A. Upon application, leave of absences shall be granted to employees upon the discretion of the Company and the Union. Such leave not to exceed one year without extension privileges.

B. Employees elected or selected to perform union duties and employees elected or selected to Public Office in either the City of Elkhart, Elkhart County, in the State of Indiana, or in the United States legislature or any type of public work for the Federal Government or any division or subdivision of any of these bodies, shall be granted leave of absence until such service shall end.

C. All time spent as of Section B, shall be an accumulative service.

D. Every leave of absence shall be made a matter of record and the regular leave of absence form shall be made out in triplicate, the original to be retained by the employee, the duplicate by the Employment Department, and the triplicate by the bargaining committee.

## GENERAL

### Article VIII

Section 1.—Any employee retained by the Company more than 30 days from the date of signing this agreement must at the expiration of said thirty days become a member of Local No. 764 U.A.W.-C.I.O.

Section 2.—Members must attend at least one meeting per month. Failure to do so shall

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cause said member to be fined \$1.00 per meeting on a month to month basis.

Section 3.—This agreement supersedes any agreement made by the Company or any other parties, or both.

Section 4.—Amendments to this contract may be added from time to time by mutual consent. This agreement shall be in full force and shall be in effect for one full year and shall automatically be renewed from year to year thereafter by mutual consent.

Section 5.—The Union agrees that there shall be no solicitation of employees for dues or membership on Company time or property. The Company agrees to require new employees to affiliate with the Union after expiration of thirty days from hiring date. This will be made a condition of employment.

Section 6.—The Union may have the right to use bulletin boards for posting notices which shall be restricted to:

- A. Notices of Union recreational and social affairs.
- B. Notices of Union elections.
- C. Notices of Union appointments and results of Union elections.
- D. Notices of Union meetings.

There shall be no other general distribution or posting by employees of pamphlets, advertising or political matter or any kind of literature upon Company property other than as herein provided or approved by the Personnel Director.

## CONCLUSION

### Article IX

Section 1.—Nothing herein shall permit the Union or any of its members to assume that they have any authority to officiate in a managerial or supervisory capacity. Any member who violates the terms of this agreement shall be subject to disciplinary measures by the Union. If the Company violates any terms of this agreement it shall be considered a gesture of bad faith on the part of the Company and subject to immediate correction through the established bargaining procedure.

**EXCEL CURTAIN CO., INC.**

T. W. Holt, President

**U.A.W.-C.I.O.**

Mose Kucela,  
International Representative

### BARGAINING COMMITTEE

George Stahl

Thomas Dixon

Vern Martin

Caroline Davis

Marie Mahoney

Earl C. Foust

Floyd Haslett

## Article VIII

Section 5a.—The Company agrees to collect all dues of the Union, assessments, fines or penalties which might be assessed a member of the Union, provided he has worked five days or more in each calendar month and has sufficient pay due him to cover such dues or fines. The above deduction shall be made on the second pay day in each month and the Company check be turned over to the financial secretary of the Local Union, who in turn shall tender a signed receipt with seal attached of Local Union, No. 764. It is understood that the financial secretary of the Local Union will present to the personnel director five days prior to the payment of the above funds a list of names and amounts to be deducted. None of the above shall take precedence over any Federal or State Statute.

**EXCEL CURTAIN CO., INC.**

T. W. Holt, President

**U.A.W.-C.I.O.**

Russell J. Merrill,  
International Representative

**BARGAINING COMMITTEE**

George Stahl  
Thomas Dixon  
Caroline Davis  
Donald Paige  
V. Martin

APRIL 10, 1942

The Contract is Amended to Read as Follows:

### VACATIONS

All employees laid off after December 31st on account of no work or who, when the hours in their department have been reduced, are granted a leave of absence after this date to enable the employees who are left to work longer hours, shall be paid when they leave, one-half of the vacation pay they received in the previous year.

### HOURS AND OVERTIME

The work force shall not be increased until it becomes necessary to work more than 40 hours per week, nor shall it be decreased until it becomes necessary to work less than 40 hours per week.

When it is necessary to work more than 40 hours per week employees will be expected to work overtime until such time as the company is able to secure sufficient employees to allow of its discontinuance.

FOR THE COMPANY:

T. W. Holt, President

FOR LOCAL 764:

Thomas W. Dixon

Caroline Davis

Burr Bradley

Vern Martin

George Stahl, International Representative

JAN 1 1943

## **SUPPLEMENTARY AGREEMENT**

(1) In pursuance of the Executive Order of the President of the United States, No. 9240 of September 9, 1942, entitled "Regulations Relating to Overtime Wage Compensation," as amended by Executive Order No. 9248 of September 17, 1942, IT IS AGREED:

(2) Effective October 1, 1942 the contract dated January 1, 1942 between Excel Curtain Company, Inc., and Local No. 764 C. I. O. is hereby modified to provide as follows:

(3) Until the termination of the war (by Armistice or otherwise) Saturdays and Sundays shall be treated as ordinary working days and time and one-half or double time shall not be paid for work on those days when they fall within the 40 hour week.

(4) Time and one-half shall be paid for all work over 8 hours in any one day, for all work over 40 hours in any 7-day work week period, and for all work on the 6th day worked in any 7-day work week period; and double time shall be paid for all work on the 7th day worked in any 7-day work week period.

(5) Time and one-half shall be paid for work on the following holidays only: New Year's Day, July 4th, Labor Day, Thanksgiving, Christmas, and Memorial Day.

(6) The Company agrees that no employee will be laid off during the week for the purpose of avoiding overtime payment, and the Union agrees that the employee will not receive time and one-half or double time, as the case may be, if he loses straight time for personal reasons during the regularly established workweek until such lost time has been made up.

(7) In the event a steward, committeeman,

executive board member or an officer of the Union is called from his job during the day because of Union duties, the time so taken shall, for the purpose of computing overtime pay, be considered as time actually worked.

(8) The 7-day work week period shall start at 12:00 A.M. on Monday and end 168 hours thereafter.

(9) In the event of the establishment of a swing shift schedule the work week period shall start at the starting time of the employee's shift and end 168 hours thereafter. All other details concerning the establishment of such schedule shall be worked out jointly between the management and the Union.

(10) In the event of any change in the provisions of said Executive Order or orders, or in the event of any interpretation or determination of the application thereof by the Secretary of Labor, which shall in any way effect the provisions of this Supplementary Agreement, the provisions of this Supplementary Agreement shall be subject to negotiation between the parties hereto.

(11) Upon the termination of the war (by Armistice or otherwise) this Supplementary Agreement shall automatically become void, and the provisions of the contract with respect to overtime pay as they existed prior to the adoption of this Supplementary Agreement shall automatically become of full force and effect.

**FOR THE COMPANY:**

T. W. Holt, President

**FOR LOCAL NO. 764**

Vern Martin

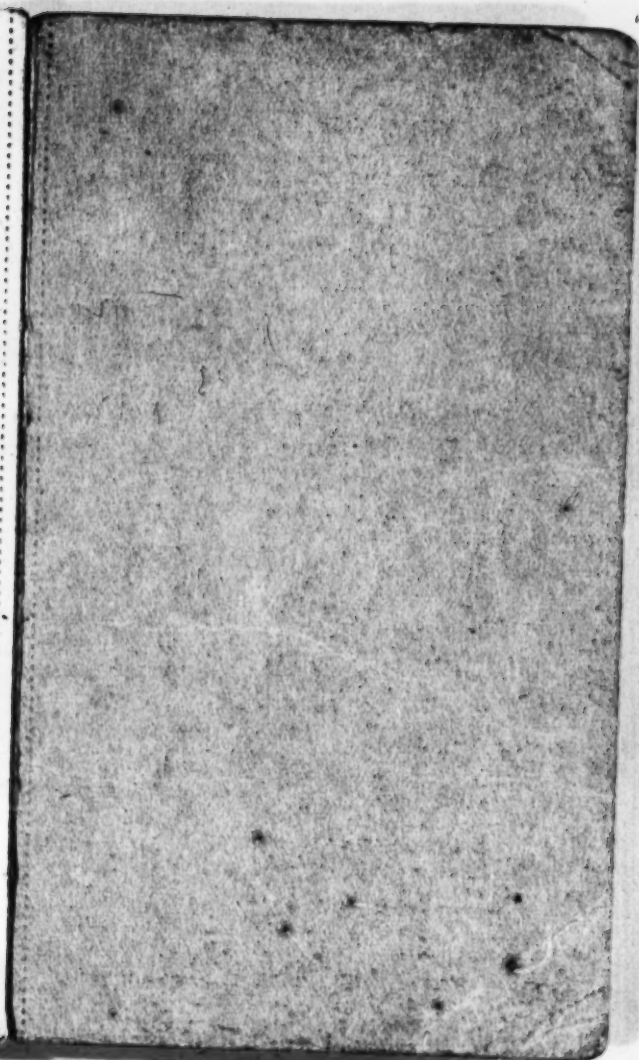
Burr Bradley

George Stahl, International Representative

Thomas W. Dixon

Caroline Davis

JAN 1 1943





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**AGREEMENT**

Between

**SUNBEAM**

**Electric Manufacturing  
Company**

and

**LOCAL No. 813**

of the

**United Electrical,  
Radio and Machine  
Workers of America**

**C. I. O.**



**December 12, 1942**



As ordered by the National War Labor Board on March 31, 1943 in Case No. 874, the following directive is hereby added to the contract signed December 22, 1942.

By virtue of and pursuant to the powers vested in it by Executive Orders No. 9017 of January 12, 1942 and No. 9250 of October 3, 1942, the National War Labor Board hereby decides this case as follows:

1. The wage agreement entered into between the parties on December 22, 1942 is hereby approved.
2. The parties shall incorporate in their collective bargaining agreement the following provision for maintenance of union membership and checkoff of union dues:

"In order to secure the increased production which will result from greater harmony between workers and employers and in the interest of increased cooperation between union and management, which cannot exist without a stable and responsible union, the parties hereto agree as follows:

All employees who, fifteen (15) days after April 10, 1943, are members of the Union in good standing in accordance with the constitution and by-laws of the Union, and all employees who thereafter become members, shall, as a condition of employment, remain members of the Union in good standing for the duration of this contract.

The Union shall promptly furnish the National War Labor Board a notarized list of its members in good standing as of the fifteenth (15th) day after the date of the National War Labor Board's directive order in this matter. If any employee named on that list asserts that he withdrew from membership in the Union prior to that day, and any dispute arises, or if any dispute arises as to whether an employee is or is not a member of the Union in good standing, the question as to with-

drawal or good standing, as the case may be, shall be adjudicated by an arbiter appointed by the National War Labor Board, whose decision shall be final and binding on the Union, the employee, and the Company.

The Company will deduct from their wages and turn over to the proper officers of the Union the initiation fees and Union dues of such members of the Union as individually and voluntarily certify in writing that they authorize such deductions.

The Union agrees that neither it nor any of its officers or members will intimidate or coerce employees into membership in the Union. If any dispute arises (as to whether there has been any violation of this pledge or whether any employee affected by this clause has been deprived of good standing in any way contrary to the constitution and by-laws of the Union), the dispute shall be regarded as a grievance and submitted to the grievance machinery, and if necessary, to the final determination of an arbitrator appointed by the National War Labor Board in the event that the collective bargaining agreement does not provide for arbitration.

LOCAL No. 813, UNITED ELECTRICAL,  
RADIO & MACHINE WORKERS OF AMER-  
ICA, AFFILIATED WITH THE C. I. O.

By /s/ Chas. E. Wright

President Local 813

By /s/ James Payne

Field Organizer

THE SUNBEAM ELECTRIC MANUFAC-  
TURING CO.

By /s/ J. Henry Schroeder

Its Executive Vice-President

Dated at Evansville, Indiana, June 15, 1943.

# **AGREEMENT**

Between

**Sunbeam Electric Manufacturing Co.**

and

**Local No. 813, U. E.**

THIS AGREEMENT, made and entered into at Evansville, Indiana, this 22nd day of December, 1942, by and between the Sunbeam Electric Manufacturing Company, of Evansville, Indiana, hereinafter known as "Company", and Local No. 813, United Electrical, Radio & Machine Workers of America, affiliated with the CIO, hereinafter known as "Union", WITNESSETH:

## **ARTICLE I.**

### **Purpose**

1. The parties hereto desire to promote and improve industrial relations between the Company and employees and to establish a standard of conditions under which the employees shall work for the Company during the term of this agreement, and desire to regulate the mutual relations between the parties hereto, with a view of securing harmonious cooperation between them in all matters.

## **ARTICLE II.**

### **Recognition**

1. The Company recognizes the Union as the exclusive agency for the purpose of collective bargaining for its employees in its Evansville, Indiana, plants, in respect to rates of pay, wages, hours of employment, and other conditions of employment.

2. Employees, as used in this agreement, shall not mean or be construed to mean supervisory employees, clerical or technical employees, foremen, assistant foremen, watchmen, or plant protection employees, or employees not included in the bargaining unit established by the National Labor Relations Board in its direction and order for the election, which election was held on the 11th day of August, 1942.

### ARTICLE III.

#### Responsibility of Company

1. The right to hire, the right to promote, and the right to discipline and discharge for cause is the sole responsibility of the Company provided that claims of discriminatory promotions and of wrongful or unjust discipline or discharges shall be subject to the grievance procedure herein provided.

### ARTICLE IV.

#### Grievance Procedure

1. The parties agree that so far as is physically practicable the several plants shall be districted in such a manner that one steward will represent approximately 200 employees. The steward for each district shall be a regular employee working in that district. There shall be one building steward for each of the following plants, namely Plant 1, Plant 2 and Plant 3.

2. When a difference arises between the Company and the Union or its members as to the meaning or application of the provisions of this agreement, such differences shall be settled as promptly as possible and in the following manner:

Step 1. Between such member and/or his steward and the foreman of his department, and if not satisfactorily adjusted, then

Step 2. Between the steward and the plant superintendent or appropriate Company representative, and if not settled, then

Step 3. Between the Union Grievance Committee, which shall be limited to 7 members who are employees of the Company, and the Labor Relations Supervisor at regularly scheduled weekly or specially called meetings, and if not satisfactorily adjusted, then

Step 4. The Labor Relations Supervisor shall, within 5 days, arrange a special meeting between such representatives of the Union as the Union may appoint and the factory manager or his designated representatives, and if not satisfactorily adjusted, then

Step 5. The grievance shall be referred to a Board of Arbitration to consist of three persons who shall be selected, one by the Company, one by the Union, and one by the first two. In the event the arbiters selected by the Company and the Union are unable to agree upon the third member within 3 days, the Chairman of the War Labor Board shall appoint such third arbiter. The ruling of this Board by a vote of the majority thereof shall be final and binding upon both parties hereto. Each party shall pay the expense of its own representative on such a Board of Arbitration and shall pay one-half of the expense of the third arbitrator and other expenses incurred in connection with such arbitration proceedings.

3. All grievances shall be submitted by the Union in writing to the foreman of the department in which the grievance arose.

4. Before a steward or an aggrieved employee leaves his job or his department he shall be granted permission by his foreman, and if either of them goes into another department shall report to the foreman of that department. Each step hereinabove enumerated, previous to the meeting of the Grievance Committee, shall be concluded within 48 hours after the grievance is presented unless the time is extended by mutual consent of the parties.

5. In order to give effect to the foregoing the Company shall promptly furnish the Union with a list of its departmental foremen and thereafter a list of changes as made from time to time. The Union shall also furnish the Company with a list of its stewards and officers and thereafter a list of changes as made from time to time.

## ARTICLE V.

### Seniority

1. The Company, within 30 days after the signing of this agreement, shall compile and post on the bulletin board a list of the employees within each department, showing the length of service with the Company. In case an employee shall not present to the Company within 7 days after the posting of said list, objections in writing as to the accuracy of the service record, it shall be considered as correct. In case objections be so made they will be investigated and if the list is found to be incorrect it shall be corrected accordingly.

2. Employees shall acquire seniority after six months from date of hiring, after which their seniority shall be as of date of hiring. However, such employees who have not acquired seniority shall be governed by all other provisions of this agreement. Employees shall lose seniority because of a quit, or a justifiable discharge,

or of absence for three working days without notifying the Company, or not returning to work within five working days after being called, or due to a layoff for more than one year.

3. New employees shall be considered as probationary for 30 days. Upon the expiration of the probationary period, or at any time prior thereto, the Company shall be the sole judge as to whether any probationary employee shall be continued in employment.

4. In decreasing or increasing the working force in any department, the following factors shall be equally considered; seniority and ability to do the job. In increasing the working force in any department, employees shall be called back in the reverse order to that in which they were laid off except as hereinotherwise provided.

5. When conditions or changes in products require a permanent lay-off, such as the discontinuance of an operation or a department, seniority shall become Company-wide for the employees affected, with the same factors as in paragraph 4 of this article. Such employees will be transferred to work they are capable of doing in other departments or operations in the division, or into other divisions, such as is necessary at the time, at an earning rate as near that of their former job as possible.

6. When an employee is transferred from one department to another department there will be no loss of seniority. When an employee has worked in any department for a total of sixty days he is then considered a "resident" of that department and assumes his position on the seniority list of that department.

7. It is mutually recognized that the Company must specially train a certain number of students and technicians, but

limited to 20; therefore, it is understood that the Company will always have the right to place such students on any operations in the plants, to actually work, at any time.

8. If an hourly rated employee is promoted to probationary foreman, foreman, or to any other supervisory position, and is thereafter transferred as an hourly rated employee, he shall accumulate seniority while working in the supervisory position. When so transferred he shall commence work as an hourly rated employee in line with his then seniority ranking.

9. Employees with the greatest amount of seniority shall be given preference as to what shift they shall work on their regular job. In order to maintain efficiency and production a temporary move may be made by the Company, regardless of shift, for a period not to exceed 60 days.

10. All former employees who have lost their seniority by reason of having been unemployed by the Company for more than one year shall, if they so request, be given consideration for rehiring.

11. Upon the discharge of an employee prompt notification will be made to the shop steward in that district. If such discharge be proved improper and unjustified the Company agrees that the affected employee will be paid for any time lost beyond two regular working days because of such discharge. If the employee is reinstated his seniority will remain unbroken.

12. Employees shall be notified at least 24 hours previous to their being laid off, and the District Shop Steward shall be given a complete list of the names of employees to be laid off in his district.

13. Any conditions not covered in the foregoing will be considered as a grievance and shall be handled as set forth in the grievance procedure.

## ARTICLE VI

### Leaves of Absence

1. A leave of absence not to exceed 30 days may be granted an employee by his foreman provided the foreman obtains the approval of the plant superintendent or divisional representative and the Personnel Director, and provided that such leave will not interrupt production and that there are other available employees in the plant capable of doing the work.

2. A leave of absence on account of illness, not to exceed twelve consecutive months in duration, may be granted an employee upon the approval of the appropriate plant superintendent or divisional representative, with the concurrence of the Personnel Director. However, the employee's illness and the necessity for such leave must first be established by satisfactory evidence of a reputable physician.

3. Employees' seniority will accumulate during any leaves of absence, except as noted in paragraph 7 below.

4. The return of an employee to work before the expiration of his leave of absence is at the option of the Company.

5. Any employee who fails to report for work within three working days after the date of expiration of the leave shall be considered as having voluntarily quit.

6. Any employee who obtains a leave of absence and accepts employment elsewhere, except as stipulated in Article VII, Section 1, will be considered as having voluntarily quit.

7. If upon the expiration of a leave of absence there is no work available for the employee in line with his seniority, the employee shall be laid off as the date of lay-off had he been working.

8. When an employee is drafted or volunteers to serve in the Armed Forces of the United States, his seniority rights will be preserved. This period of service in the Armed Forces will be accumulated and credited to his length of continuous service with the Company, provided such an employee is honorably discharged from the Armed Forces and requests re-employment within forty days after such discharge, and is physically fit to perform the work then available. It is understood that the foregoing does not constitute a guarantee that work shall be provided where no work is available. It is understood, however, that such employee will be restored to his position or to a position of like seniority, status and pay unless the Company circumstances have so changed as to make it impossible or unreasonable to do so.

## ARTICLE VII

### Stewards and Union Officials

1. Any employee elected to a permanent office in, or as a delegate to, any labor activity necessitating a leave of absence, shall be granted such leave not to exceed one year and at the end of the term, in the first instance, or at the end of the mission, in the second instance, be guaranteed re-employment if there is sufficient work for which he is eligible, at the then current rate of pay. Seniority will accumulate during the period of such leave.

2. Notwithstanding their position on the seniority list, employees who are elected by the membership of the Union as officials, members of the Union Grievance Committee, or shop stewards, shall, in the event

of a lay-off, be continued at work so long as work is being performed in their respective districts and provided that they are capable of doing the work being done at that time.

3. No shop steward shall devote more than 15 minutes in presenting any one grievance either under Step 1 or Step 2 of the grievance procedure, and no shop steward shall devote in the aggregate more than one hour during any one regular work shift to his duties in settling grievances. Under such limitations neither the aggrieved employee nor the shop steward shall suffer any deduction in pay. Additional steps in the grievance procedure shall not be taken on Company time.

4. A building steward shall be permitted, during his regular working hours, to devote such time as may be necessary to his duties in settling grievances without suffering any deduction in pay.

## ARTICLE VIII.

### Wages

1. All jobs performed by all employees covered by this agreement have been evaluated and placed in the following wage schedule:

#### Score Range and Wage Rates

Score Range in Points	Labor Grade	Rate Range			
		1st 8 Wks.	2nd 8 Wks.	3rd 8 Wks.	4th 8 Wks.
139	12				
140-161	11				
162-183	10	\$ .63	\$ .65	\$ .67	\$ .70
184-205	9	.70	.72	.75	.78
206-227	8	.77	.80	.83	.86
228-249	7	.85	.88	.91	.94
250-271	6	.92	.95	.98	1.02
272-293	5	.99	1.02	1.06	1.10
294-315	4	1.06	1.10	1.14	1.18
316-337	3	1.13	1.17	1.21	1.26
338-359	2	1.21	1.25	1.29	1.34
360-381	1	1.28	1.32	1.37	1.42

2. There are jobs which classify in Labor Grades 11 and 12 but due to the demands of War Production, such wage schedule has been applied so that no job has been placed below Labor Grade 10 and so that the minimum rate for male employees has been fixed at 70c per hour. The Company agrees to continue so to apply such schedule for the term of this agreement.

3. Differences arising over the evaluation of a job for the purpose of placing it in an appropriate labor grade shall be handled through the grievance procedure as set forth in this agreement.

4. Employees in training for jobs above Labor Grade 10 shall be paid as follows:

(a) Unskilled Trainees.

1. Employees classified under this heading are paid 60c per hour as a starting rate and advanced at the completion of each full four weeks period 5c per hour until their rate reaches the bottom of the labor grade covering the job to which they are assigned.

(b) Semi-skilled Trainees

1. Employees classified under this heading will be trained for jobs in Labor Grade 8 or higher and are paid 75c per hour as a starting rate. At the satisfactory completion of each full four week period they will be automatically advanced 9c per hour until their rate reaches the bottom of the labor grade covering the job to which they are assigned.

5. On the first Saturday midnight following the signing of this agreement the Company shall make effective the following changes in its wage rates:

- (a) Employees on the active payroll who were eligible for the fourth step in

the wage scale previous to the signing of this agreement shall be paid such fourth step retroactive to the date of their eligibility. This payment shall be made by check no later than February 1, 1943.

- (b) Those employees on the active payroll as of the above date, and who are in the build-up schedule, shall be advanced to the same standing in the next step of the rate schedule.
- (c) The rates paid to female employees shall be the same within each labor grade as those paid to male employees and shall be in accordance with the wage schedule set out in Paragraph 1 above of this article, provided, however, that within Labor Grade 10 the rates paid to female employees shall begin at 63c per hour.
- (d) Employees working on a night shift shall be paid a bonus of 5 per cent, based on their total earnings, including overtime. "Night Shift" shall be construed to mean any regular shift starting after 1:00 P. M. on any day and before 4:00 A. M. on the following day.

6. The wage increases provided for in Paragraph 5, sub-sections "b" and "d", and such other wage increases requiring approval, shall not become payable until approved by the National War Labor Board. However, upon such approval such increases shall be considered to have taken effect on the first Saturday midnight following the signing of this agreement.

7. The Company will install appropriate incentive rates wherever practical so that the earnings of the employees will be further increased in accordance with each employee's effort and ability. The Union

Shop Steward shall have the right to be present on a re-check of an incentive rate.

## ARTICLE IX.

### Hours

1. Overtime at the rate of time and one-half shall be paid for all work in excess of 8 hours in any one day or 40 hours in any one week, whichever is the greater. Employees will not be required to work more than 8 hours in any 24 consecutive hours without payment of the overtime rate for all hours worked in excess of 8 in that period.

2. No overtime compensation shall be paid to any employee for work on Sunday as such, except where work is performed by the employee on the seventh day worked in his regularly scheduled work week and as hereinafter provided.

3. Where, because of emergency conditions, an employee is required to work for seven consecutive days in any regularly scheduled work week, a premium wage of double time compensation shall be paid for work on the seventh day.

4. Overtime at the rate of time and one-half shall be paid for work performed on any of the following holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

5. Any employee called to work or permitted to come to work without having been properly notified that there will be no regular work, shall receive a minimum of 3 hours of available work at his regular hourly rate or be paid for 3 hours at his regular hourly rate, except in cases of labor disputes, machinery and power breakdowns, fire, flood, or other causes beyond the control of the Company.

## **ARTICLE X.**

### **Strikes, Stoppages and Lockouts**

1. The Company agrees there shall be no lockouts, and the Union agrees it will not cause or permit a strike or stoppage of work.

## **ARTICLE XI.**

### **Bulletin Boards**

1. A bulletin board may be placed in each of the four manufacturing plants by the Union which may be used by the Union for posting notices of the following types only: Notices of recreational and social events, notices of elections, notices of results of elections, of appointments, and other Union designations, and notices of meetings.

## **ARTICLE XII.**

### **Employee Benefits**

#### **1. Vacation**

- (a) Vacations for the hourly rated or factory employees will be granted on the following basis.
- (b) Those employees who have completed two years of continuous service as of October 1 and are on the active payroll at that time will be entitled to one week's vacation with pay.
- (c) Those employees who have completed five years of continuous service as of October 1 and are on the active payroll at that time will be entitled to two weeks' vacation with pay.
- (d) The rate of pay for the vacations will be the hourly rate as of October 1. The hourly rate multiplied by forty (40) hours will be one week's pay. The hourly rate multiplied by eighty (80) hours will be two weeks' pay.

- (e) For maintenance men and certain other non-productive employees, the hourly rate prevailing at the time they take their vacation will be the rate paid.
- (f) Payments will be made at the beginning of the vacation period.
- (g) Those employees eligible for vacations in 1943, as stipulated above, may, with Company approval, take them at any time between July 1, 1943, and October 16, 1943, when the absence of the employee will not retard the Company's production program. If this time cannot be spared in the opinion of the Company, the employee will receive his vacation pay, in lieu of time off, on October 9, 1943.

## **2. Military Service Pay**

- (a) When an employee with one or more years seniority is drafted or volunteers to serve in the Armed Forces of the United States such employee shall be given pay equal to 40 hours work at his regular hourly rate, payment to be made after acceptance by the Armed Forces.

## **3. Group Insurance**

- (a) Every employee at the completion of one year's service with the Company will receive an insurance policy of \$500.00 which is to be increased \$100.00 on each anniversary date thereafter until a maximum of \$1,000.00 is reached. The full premium will be paid by the Company.
- (b) If an employee is laid off, the policy is effective for thirty days after the lay-off date. If he is

reinstated before six months have elapsed, the policy will be reinstated and continue as usual.

- (c) Should an employee quit or be discharged, his insurance will be cancelled, and if he is later re-employed, he will be considered a new employee and his insurance will be handled as such.

#### **4. Health, Safety and Sanitation**

- (a) The Company agrees to install safety devices wherever such devices are needed in order to prevent accidents. Safety rules and instructions will be posted throughout the plants for the protection of employees.
- (b) A competent staff of nurses will be on duty in all plants where required and necessary to insure prompt First Aid Service to injured employees. Competent medical service will be provided for each employee in case of an accident on Company property.
- (c) The Company agrees to maintain sanitary and healthful conditions in the plants and rest rooms.

#### **5. Employee Education**

- (a) The Company agrees to maintain, where practical or possible, an educational program in order that the employees may be afforded an opportunity of advancement through personal training. Training programs will be conducted in the plants and information regarding training opportunities in educational institutions will be given to employees who are interested. A library containing technical and

practical books relating to various shop operations will be maintained for use by the employees.

### **ARTICLE XIII.**

#### **Duration of Agreement**

1. When this agreement has been approved by the Labor Relations Section of the Office of the Chief of Ordnance, War Department, if such approval is required, then this agreement shall take effect as of this 22nd day of December, 1942, and continue in force and effect for one year from said date, and shall continue from year to year until either party notifies the other party not less than thirty (30) days prior to the expiration of this agreement or of any extension thereof, that such party elects to terminate this agreement.

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IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives the day and year first above written.

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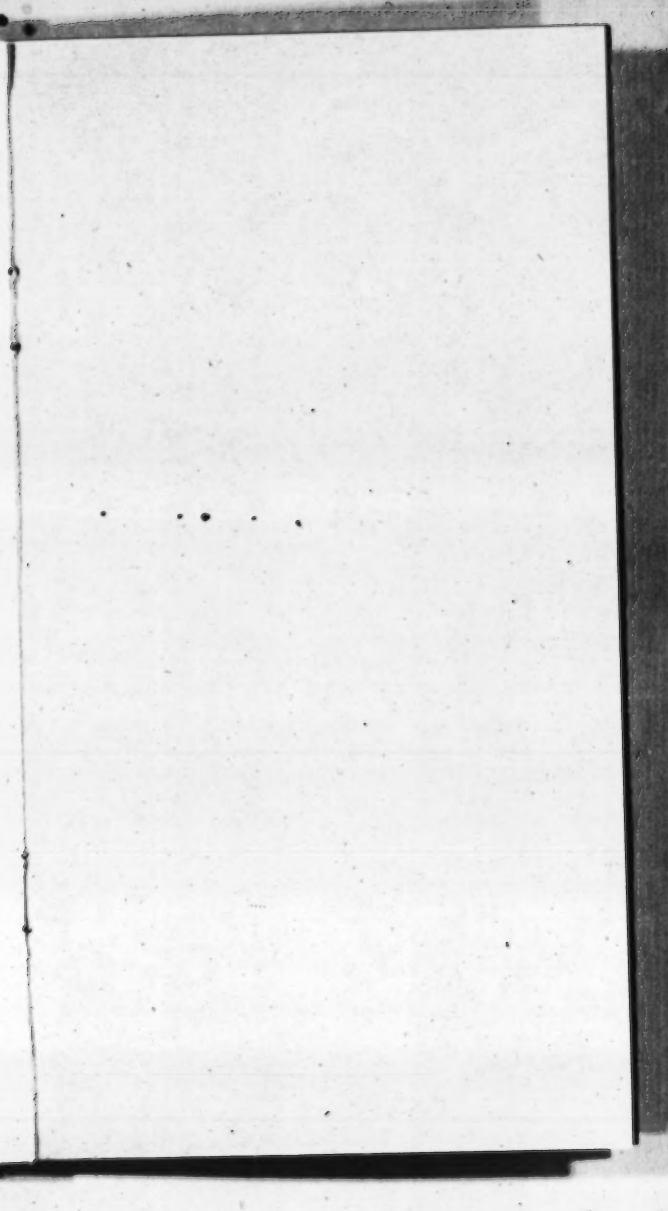
**LOCAL NO. 813, UNITED ELECTRICAL,  
RADIO & MACHINE WORKERS OF  
AMERICA, AFFILIATED WITH THE  
C. I. O.**

**By CHAS. E. WRIGHT  
President Local 813**

**By JAMES PAYNE  
Field Organizer**

**THE SUNBEAM ELECTRIC MANU-  
FACTURING COMPANY**

**By J. HENRY SCHROEDER  
Its Executive Vice-President**









## **Articles of Agreement**

**AN AGREEMENT** by and between C. G. CONN, LTD., an Indiana corporation, of Elkhart, Indiana, and United Musical Instrument Workers Local Union No. 1050, United Paper, Novelty and Toy Workers International Union, C. I. O., WITNESSETH:

**WHEREAS**, On August 25, 1941 an election was held under the supervision of the National Labor Relations Board for the purpose of determining the representative of all production and maintenance employees of the company working in Elkhart, Indiana, including among others truck drivers and guards, but not including clerical and supervisory employees, for the purposes of collective bargaining; and

**WHEREAS**, As a result of said election United Musical Instrument Workers Local Union No. 1050, United Paper, Novelty and Toy Workers International Union, C. I. O. was designated by a majority of said employees as the representative for the purposes of collective bargaining; and

**WHEREAS**, Representatives of United Musical Instrument Workers Local Union No. 1050, United Paper, Novelty and Toy Workers International Union, C. I. O., and of C. G. Conn, Ltd., have conferred and bargained collectively concerning terms and conditions of employment of said employees of C. G. Conn, Ltd.; and reduced to writing the agreements made concerning said terms and conditions of employment in an agreement dated November 5, 1941; and

**WHEREAS**, Representatives of United Musical Instrument Workers Local Union No. 1050, United Paper, Novelty and Toy Workers International Union, C. I. O., and of C. G. Conn Ltd. have conferred and bargained collectively concerning a new and revised contract to replace said contract which expires on November 5, 1942:

**NOW, THEREFORE**, C. G. Conn, Ltd., and United Musical Instrument Workers Local Union No. 1050, United Paper, Novelty and Toy Workers International Union, C. I. O. and its members jointly and individually do hereby agree as follows:

### **Article I—Definitions**

**Section 1.** For the purposes of this agreement, certain words and phrases, wherever they appear in this agreement, shall be deemed to mean the following:

(a) Company: C. G. Conn, Ltd.

(b) Union: United Musical Instrument Workers Local Union No. 1050, United Paper, Novelty and Toy Workers International Union, C. I. O.

(c) **Employees:** The production and maintenance employees of C. G. Conn, Ltd., working in Elkhart, Indiana, including among others truck drivers and guards, but not including clerical, technical and supervisory employees.

(d) **Supervisor:** Any person in the employ of C. G. Conn, Ltd., with authority and direction over other employees.

(e) **Foremen:** Supervisor who is in charge of a production department and who

(1) Employs or discharges employees, or who

(2) Recommends applicants for employment, or employees for discharge, or who

(3) Sets rates, or passes out work, or who

(4) Receives instructions direct from the management for the operation of work in a department.

(f) **Seniority:** An employee's status in relation to all other employees based on length of service acquired, as provided for in Article IX, Section 1.

(g) **Steward:** A representative of employees, as provided for in Article IV, Section 1.

(h) **Bargaining Committee:** The committee of employees created in accordance with the provisions of Article IV, Section 4.

(i) **Company Executive:** The Executive Vice President or the General Manufacturing Manager, or any other executive who may be definitely designated by the company to represent it in carrying out the provisions of this agreement.

(j) **Grievance:** Any act or condition which any employee feels to be unfair or improper in connection with wages, hours and working conditions, or in violation of any of the terms of this agreement.

(k) **Temporary Worker:** An employee with less than thirty days seniority.

(l) **Group of Employees:** More than one employee engaged in the same or similar work in a department where each employee in the group could do the work of any other employee in that group in an average manner.

(m) **To Quit:** To leave the employment of the company voluntarily. Leaving the job before the end of the regular working hours without notice and proper explanation to a supervisor, statement of an employee to a supervisor or other notice to the company of intention to leave his employment not retracted before the job is refilled, failure to report at the beginning of working hours on the day after notice of in-

tention to leave employment, taking employment with another employer except with the knowledge and consent of the company or except in case of lay-off, shall be considered conclusive evidence of leaving the employment of the company for purposes of this definition and of interpretation of this agreement.

(n) Insubordination: Wilful refusal to obey a proper order or instruction of a supervisor.

(o) Average Employee: An employee skilled and experienced in the type of work in which he is engaged, whose wage and employment record shows the willingness and ability to produce a reasonable volume of output of standard quality under normal conditions.

## **Article II—Recognition**

Section 1. The company hereby agrees during the life of this agreement to recognize the union as the sole collective bargaining agency for all production and maintenance employees of the company working in Elkhart, Indiana, including truck drivers and guards, but not including clerical, technical and supervisory employees. The company further agrees to bargain collectively with the union on differences in connection with hours, rates of pay, and working conditions which may now exist or arise in the future in accordance with the terms, conditions and covenants mutually agreed upon by the parties hereto and covered in this agreement. During the life of this agreement, the company will not bargain in relation to matters covered by this agreement with any other organization or group of employees, unless required to do so by law.

Section 2. The company will not continue in its employment any employee, other than a temporary worker, who fails to become a member of the union or to maintain his union membership in good standing, except that any employee shall have ten days after notice in which to apply for or reinstate his union membership. The union shall not refuse membership to any employee, or discriminate against any employee in conditions of membership, or expel or discipline any member-employee arbitrarily, unreasonably, or without just cause. Any employee may complain direct to the management about any treatment by the union alleged to be in violation of the provisions of this section.

Section 3. Employees who are members of the Mennonite and Brethren in Christ churches shall agree to the provisions of the Basis of Understanding entered into between the Committee on Industrial Relations of the Mennonite and Brethren in Christ churches and the union, copy of which is attached to and made a part of this agreement, in which case union membership shall not be a condition of employment.

Any employee who belongs to any other religious organization whose tenets forbid membership in a labor union may subscribe to a similar Basis of Understanding which shall be acceptable to the union in lieu of union membership. Upon mutual agreement of the company and the union, any employee having conscientious objection to membership in or support of any labor organization may be covered by the provisions of this section.

### **Article III—Discrimination**

Section 1. The company shall not discriminate against any officer or representative of the union because of his activities in carrying out the duties of his office, but no officer or representative of the union shall be exempt from any company rules and regulations, from the authority of supervisors, or from the provisions of this contract, except as may be specifically provided for in this contract.

Section 2. Neither the company nor the union shall discriminate against any employee because of age, sex, race, nationality, color, religious or political belief, or for the purpose of evading the spirit or letter of this agreement.

Section 3. The company shall not discriminate against any employee because of participation in any strike authorized in accordance with the terms of this agreement, or because of any legal action that may have developed in connection with any such strike.

### **Article IV—Representation**

Section 1. The union shall select for each department a representative of the employees of said department who shall be known as the steward and who shall have the duty of representing said employees in matters of grievances. The union shall have the right to have one steward represent more than one department. The union may select deputy stewards in large departments where the multiplicity of operations or number of employees makes it impossible for one steward to represent all employees.

Section 2. The stewards at the main plant on East Beardsley Avenue shall elect a chief steward from among their number, and likewise the stewards at the drum division plant on East Jackson Boulevard shall elect a chief steward from among their number.

Section 3. A steward or any other officer of the union may be appointed to a supervisory position during the term of his office only upon approval of the union.

**Section 4.** There shall be a bargaining committee, to be chosen in a manner determined by the union for the purpose of representing the employees in both the main plant and the drum division plant, in accordance with the terms of this agreement. The duties of the bargaining committee shall be to confer and negotiate with a company executive and take up grievances on appeal from the chief stewards, in accordance with the procedure provided for in this agreement. The meetings between the company executive and the bargaining committee shall be held promptly upon the request of either.

**Section 5.** Either the company or the union shall have the right to bring into any conference the complainant, complainants, witnesses or any representative deemed desirable for the facilitation of any matter at issue.

## **Article V—Grievance Procedure**

**Section 1.** All grievances of employees shall be taken up in accordance with the following procedure. An employee who has a grievance shall report same, within two working days of the occurrence of its cause, to his steward or deputy steward, as the case may be, in writing and signed, and upon a grievance blank provided by the company in form approved by the union. The grievance blank shall be made out in duplicate, one copy to be kept by the union and the other to be presented to the foreman of the department. The grievance blank shall contain all pertinent evidence and the evidence so presented shall be the sole basis for adjusting the grievance. In case the grievance is filed with a deputy steward, he shall transmit it to the steward. A grievance may be amended to include additional evidence, but in such case a new grievance blank must be filed, and this shall constitute a new grievance for purpose of procedure as provided in Section 2.

**Section 2.** The steward shall investigate any grievance and report same promptly to the foreman of the department. The foreman shall make the necessary investigation as promptly as possible and endeavor to settle the matter satisfactorily with the steward. In the event the foreman and the steward disagree, or their decision is unsatisfactory to the employee, the steward shall then report the grievance to the chief steward of the plant, who shall promptly investigate the matter and confer with the personnel manager and foreman. In case the chief steward and the personnel manager disagree, or their decision is unsatisfactory to the employee, then the chief steward shall report the grievance promptly to the bargaining committee, who shall consider the matter at their next meeting and confer with an executive of the company as promptly as possible.

**Section 3.** A grievance may be reported by more than one complaining employee, in which case the settlement of the grievance to the satisfaction of a majority of such complaining employees shall be considered a final settlement.

**Section 4.** The company agrees that its foremen, plant superintendents and executives will endeavor to settle all grievances as promptly as possible.

**Section 5.** In order to expedite the settlement of grievances in a fair and satisfactory manner, the company may appoint a special representative of the management, who shall have the right and duty to investigate any grievance and to confer with the representatives of the union and the company from the inception of the grievance to its final settlement. Within the limitations of company policy, said special representative shall have authority to settle grievances.

**Section 6.** As a matter of financial cooperation, but not of precedent or obligation, the company will contribute to the union in payment of actual compensation of stewards and members of the bargaining committee for time lost from the regular work period for adjusting grievances an amount not to exceed a total of Fifty Dollars (\$50.00) for such expenses incurred in any one month.

## **Article VI—Hours of Work**

**Section 1.** The regular work day shall consist of eight hours out of nine consecutive hours in any twenty-four hour period.

**Section 2.** The regular work week shall consist of forty hours. For all employees other than winter firemen, guards, and the janitor at the drum plant, the regular work week shall commence on Monday and terminate on Friday, except that for employees on the third shift, the regular work week shall terminate at 7:00 a. m. Saturday.

**Section 3.** The following days shall be considered holidays: New Year's Day, Decoration Day Independence Day, Labor Day, Thanksgiving and Christmas. Should a holiday be on a Sunday, the day so observed shall be considered a holiday.

**Section 4.** Unless mutually agreed to the contrary, all work performed in excess of eight hours out of nine consecutive hours in any twenty-four-hour period or in excess of forty hours in any consecutive seven-day period, or on holidays, shall be considered overtime.

**Section 5.** Employees shall have regular starting, quitting and lunch times, and any work performed before the regular starting

time, or after the regular quitting time, or during the lunch period, shall be considered overtime, except that for continuous operations no overtime shall be paid for the lunch period. Continuous operations shall consist of plating operations, foundry work, boiler firing, and plant protection.

**Section 6.** Any employee required to work overtime shall not be required to reduce his regular work period to compensate for such overtime, except in the event that there is no work available.

**Section 7.** All overtime shall be distributed as equally as is practical without interfering with plant operations.

**Section 8.** The company shall do everything in its power, consistent with the efficient operation of the plant and delivery of customers' orders, to reduce gradually the regular work week to thirty-two hours before employees with seniority are laid off. In case of unusual depression, the minimum hours provided in this section may be amended by mutual agreement.

## **Article VII—Wages**

**Section 1.** All jobs shall be classified in accordance with Schedule A attached hereto and made a part of this agreement. New jobs shall be similarly classified by agreement between the management and the bargaining committee and shall become a part of Schedule A. Each job classification shall carry a base rate, which base rate shall be the hourly rate applicable to day work for operations in that classification. Piece rates, which shall govern payment for operations on piece work, shall be set so that an average employee can make 15% in excess of the base rate of the job classification for the operation.

**Section 2.** During the life of this agreement, wages shall be paid in accordance with the base rates established for job classifications and set forth in Schedule B attached hereto and made a part of this agreement. In case of extraordinary or emergency conditions materially affecting wage levels generally, or the ability of the company to maintain these base rates, amendment thereof shall be considered upon thirty days' notice by either the company or the union.

**Section 3.** Overtime work shall be paid for at one and one-half times the regular rate, except that for the duration of the war double the regular rate shall be paid for work done on the seventh consecutive day.

**Section 4.** An employee who ordinarily works on piece rates shall be paid his base rate for his regular work plus 15% when working

on day work, except in case there is none of his regular piece work available, in which case the regular base rate for the job shall prevail, and except in case the day work is of the same general character as his regular piece work and he is transferred to the day work because of his special skill and experience, or adaptability to the day work, in which case his day work rate on that job shall be his average piece work earnings for the second previous accounting period.

Section 5. On work of a type and volume warranting piece rates, where the job is running in an average manner and the operator is doing the work in an average manner, the hourly rates in effect during such period prior to the setting of a piece rate shall carry the base rate plus 15%.

## **Article VIII—Working Conditions**

Section 1. If, in the absence of any notification to the contrary, an employee reports for work at the regular starting hour, he shall be guaranteed at least four hours' work, or four hours' pay in lieu thereof, unless the lack of work is due to causes beyond control of the company. If an employee is notified that less than four hours' work is available, he need not report for such work, but if he does report, he may be given only what work is available, without any guarantee of four hours.

Section 2. In the event an employee is discharged or enters a grievance that he was laid off improperly, or not recalled to work in his proper turn, such grievance shall be taken direct to the bargaining committee, who shall act upon this within one work day after receipt thereof. If the bargaining committee supports the decision and action of the management, the company shall not be liable for any back pay in case the employee is later reinstated or the decision reversed. If, after a review, it shall be decided that there has not been just cause for the discharge, lay-off, or failure to recall to work, the company shall return the employee to work with unimpaired seniority rights, and shall compensate him for all time lost at his regular rate of pay, less any earnings from other sources, from the date the grievance was received by the company from the steward, to the date of return to work.

Section 3. All decisions affecting the pay of an employee due to violations of this agreement by the company or its representatives shall be retroactive to the date on which the violation occurred, provided such date is not prior to the date of this agreement, and provided further that the grievance shall have been reported promptly.

Section 4. The plant superintendent may excuse absence for a period not to exceed two

calendar weeks, when requested in writing through a steward, but refusal to excuse absence shall not constitute a grievance. A leave of absence is an excused absence in excess of two weeks. Absence must be excused and leave of absence must be granted without prejudice to seniority or other rights when requested in writing through the steward for any of the following reasons:

(a) Death in family.

(b) Illness or injury to employee, causing confinement to hospital, sanitarium, or home under physician's care, provided a physician's certificate is presented to the steward, who shall send it promptly to the personnel department.

(c) Personal affairs involving legal settlement.

(d) Official business of the union.

Leaves of absence shall be only for the period during which the reason for the absence exists, and in no case for more than three months, but there may be renewals.

Section 5. Employees who enlist in or are drafted to the armed forces of the United States of America and reemployed upon their return from such service shall be considered to have been on leave of absence and upon reemployment shall be given credit for their former period of employment, for purposes of seniority. This section shall not apply to employees who voluntarily enlist for a period beyond the present emergency, or who do not seek and obtain reemployment by the company promptly upon their discharge from service.

Section 6. All employees, other than those laid off more than thirty days prior to the vacation, shall receive an annual vacation of one week with pay, excepting those employed since the previous December 1, who shall have one-half week's vacation with pay, and those employed since the previous May 1, who shall not be entitled to any vacation with pay. All vacations shall be taken during the vacation period beginning June 1 and ending August 15. The company shall not be required to have more than 10% of the employees of any department on vacation at any one time. Vacations shall be scheduled in advance of June 1. Departmental seniority rights shall govern the selection of the vacation time. The company shall have the right to close the factory for vacation, in which case all vacations shall be taken during that period. Vacation pay shall be paid in advance. Vacation pay of employees shall be based upon their average hourly earnings exclusive of overtime premium for the previous fiscal year of the company. All employees must take the vacation to which they are entitled. The company shall have the right to work employees during the vacation week, in case of emergency or unusual

conditions, with their consent, but provided that the vacation shall be taken by such employees later in the vacation period.

**Section 7.** Disciplinary action or discharge shall be a right of management only, provided, however, that such disciplinary action or discharge shall not be inconsistent with the provisions of this agreement. Suspension or discharge of an employee for cause must rest upon evidence that is clear and must consist of a substantial, not merely technical, commission of a wrongful act. Action must be taken for corrective, not vindictive reasons, and the principle shall be followed of grading the punishment to fit the offense. A suspended or discharged employee must be given in writing full reasons for the action. An employee may be suspended or discharged for the following reasons:

- (a) Gross or repeated insubordination.
- (b) Work of a quality or quantity substantially below standard.
- (c) Violation of published safety rules, or failure to use safety appliances as provided for in Section 12.
- (d) Violation of any provision of this agreement.
- (e) Possession of alcoholic liquor or being under the influence of alcoholic liquor on company premises.
- (f) Conviction of a felony.
- (g) Fighting on company premises, use of violent, obscene or abusive language, intimidation or coercion of a fellow-employee, conduct dangerous to the health or security of a fellow-employee, or general conduct unbecoming a gentleman.

**Section 8.** The company shall allocate all work equitably between employees in a department capable of doing such work. Seniority, ability to do the work in an average manner, and the necessity of meeting production schedules shall be the only recognized factors in equitable allocation of work.

**Section 9.** Supervisors shall not do any of the work customarily done by employees, where so doing interferes with proper supervision of the department. However, it is explicitly understood that, allowing for proper supervision and time permitting, supervisors may do regular production work in order fully to occupy their time.

**Section 10.** An employee who is definitely being trained for a position as foreman may be transferred to various jobs in the department without reference to seniority or rules governing transfers and allocation of work, provided such transfer does not decrease the working hours of any other employee to less than forty per week.

**Section 11.** All employees shall conform to the rules and regulations of the company, copy of which is attached to this agreement, and to any addition or amendment thereto, provided such addition or amendment is not contrary to any provisions of this agreement. Violation of any of these rules and regulations shall constitute insubordination.

**Section 12.** The company shall adopt all reasonable measures to insure safe and hygienic conditions in the factory, and shall post notices at all points where safety devices should be used. The union shall cooperate with the company in enforcing the use of safety devices and observance of safety rules and regulations, and shall support the company in any disciplinary action resulting from wilful or repeated violation of safety or hygienic rules. For the first violation of such a rule or regulation, the employee shall be warned by written notice given in the presence of the steward or by registered mail. For a second violation, the company may suspend the employee for not to exceed one week. For a third violation, the company may discharge the employee.

## **Article IX—Seniority**

**Section 1.** An employee's length of service for purpose of establishing seniority shall accumulate from the most recent hiring date, without any time deducted on account of lay-off or leave of absence. In case of employees transferred from Buescher Band Instrument Co., Leedy Manufacturing Co. in Indianapolis, and Ludwig and Ludwig, Chicago, the hiring dates with those companies shall be the hiring date for the purpose of establishing seniority. An employee shall cease to have seniority and is no longer an employee if:

- (a) He quits.
- (b) He is discharged for cause.
- (c) He is absent for five consecutive working days without notifying the foreman, or in his absence, the plant superintendent. Notification shall, if possible, be given prior to the absence, and in any event as soon as possible after the beginning of the absence. Such notification shall include a definite and proper reason for the absence.
- (d) He fails to return to work within five working days after receipt of notice from the company to return.
- (e) He does not return at the expiration of a leave of absence, or does not request and receive an extension of said leave of absence.
- (f) He is absent on a lay-off in excess of twelve months, except in case the bargaining committee and the management agree to extend the period.

(g) He is absent on a strike or other stoppage of work which is not authorized under the provisions of this agreement.

There shall be no loss or cessation of seniority due to absence on account of lock-out or strike which is authorized under the provisions of this agreement.

Section 2. The company shall compile, maintain and post prominently in the plant an official seniority list of employees ranged in order of seniority and showing their most recent hiring date, determined in accordance with the provisions of Section 1 of this article. The original seniority list of employees as of the effective date of this agreement shall be submitted to the union for its information and that of employees, and the union shall approve said seniority list before it is declared to be official. There shall be a separate official seniority list for the drum division plant.

Section 3.. The company shall compile, maintain and post in each department a list of employees arranged by departments or groups of departments, as shown in Exhibit C, attached hereto.

Section 4. The following seniority procedure shall govern any reduction in working force of more than five consecutive working days:

(a) Temporary workers shall be laid off first, without reference to seniority.

(b) Workers with less than six months' seniority shall then be laid off.

(c) The hours of work shall then be reduced, but not to less than thirty-two hours per week.

(d) Employees with least seniority shall then be laid off, said lay-offs to be by departments or groups of workers within departments. Among groups of employees engaged in the same or similar operations where each employee has the ability to do the work of any employees in the group, that employee of the group with the least seniority shall be laid off first. An employee laid off in such manner shall have the right to the job of that employee with the least seniority in the same department, provided he is able to do the work in a manner equal to an average employee on that job. If no such job is available in the department, the employee shall then have the right to the job of the employee in the plant with the least seniority, provided he is able to do the work of that job in a satisfactory manner, and if not, he shall have the right to the job of the employee next in line of seniority, and this procedure shall be followed until a job is available which the employee can fill in a satisfactory manner, provided, however, that under this procedure he may not have the job of any employee above the lowest 5% on the seniority list. For purposes of the preceding sentence, the male and female

✓ seniority lists shall be considered separately. ✓  
Any employee not included in the lowest 5% of the seniority list who loses his job to an employee of higher seniority, as provided for in this section, may likewise have the right to a job of an employee in the lowest 5% of the seniority list in the manner provided for above. Failing to obtain a job of another employee as above provided, the employee will be laid off. In the event that an employee with seniority does not desire to avail himself of another job as above provided, he may elect to be laid off, in which case he shall hold his seniority for a period of not to exceed twelve months. Employees transferred under the provisions of this section shall be paid at the rates prevailing for the new job.

An employee laid off because of lack of work shall contact the personnel department at the end of the second day of such lay-off. If such employee elects to apply for a job of another employee as provided for in this section, such application must be made before the third day. Should an employee obtain the job of another employee as provided for in this section, and later applies successfully for another job, such employee shall not lose the right to his original job in case it shall again become available, except that in such case the employee must apply for the old job in order to show his intention. An employee applying for his old job under these circumstances shall have priority over all other applicants from other departments.

(e) An employee who is working less than thirty-two hours per week may take work from another employee or employees, in order to bring his total working hours to thirty-two per week, provided he is competent to do the work of such other employee or employees.

**Section 5.** When an increase in working force is to be effected, the reverse of the procedure provided for in Section 4 shall be followed, but not until the group of employees is working on a forty-hour week.

**Section 6.** In all cases involving seniority status, plant seniority shall govern in any particular group of employees or department, except as may be otherwise specifically provided for in this agreement.

**Section 7.** Newly-created jobs and vacancies may be filled for not to exceed three days without reference to seniority. Within five days of being so filled, the jobs shall be posted in the Conn and Leedy plants for the information of employees. Within three days after a job is so posted, employees shall have the right to request transfer to such job, and in case of such request preference shall be given to such employees in the order of their seniority, provided, however, that applicants are qualified for the job, and provided also that preference shall

first be given to applicants from the same department. Preference shall also be given to applicants employed in the main plant on East Beardsley Avenue for jobs at that plant, and to applicants employed at the drum plant on East Jackson Boulevard for jobs at that plant. In case an employee is so transferred and fails to fill the job as an average employee, he shall have no right to his old or any other job by virtue of seniority, except as provided in the procedure governing the taking of jobs from employees in the lowest 5% of the seniority list. In case an employee is transferred to another job in accordance with the provisions of this section, he may request transfer, but he shall not, while on that job, be entitled to invoke his seniority rights to support such request for another job within six months. It is the function of management to select employees for promotion or transfer.

Section 8. The management shall have the right to transfer any employee to a new job, provided the physical requirements, working conditions and wage rates of the new job are substantially the same as those of his regular job, but in all other cases of transfer, said transfer shall be made only with the consent of the employee.

Section 9. Employees who have become unable to do their regular work shall be given preference to do such other work as they may be capable of performing, in which case they shall receive the rate for the new job, and the selection of the new job shall be determined in accordance with seniority in the manner as outlined in the case of lay-off. In the case of a vacancy, an incapacitated man with seniority capable of doing the work shall have precedence over any other employee, irrespective of seniority rank.

Section 10. Foremen shall be included in the master seniority list, with a special note stating that they are not covered by this agreement. An employee who is appointed foreman shall retain his seniority. In case of a lay-off, the foreman shall be considered to have the highest seniority in his department. In case of demotion of a foreman, he may select any job in his department held by an employee of less seniority, or if the foreman has the lowest seniority in the department, he may then obtain a job from the group of employees with the lowest 5% seniority, as provided for in Section 3 (c).

Section 11. For purposes of determining lay-offs, stewards and members of the bargaining committee, and the president, vice president, recording secretary and financial secretary-treasurer of the union shall head the seniority lists in their respective departments while occupying such offices.

**Section 12.** In every case, regardless of seniority, the ability to do the job in an average manner shall be the primary governing factor.

**Section 13.** In all matters involving seniority under this agreement, the employees of the company at the drum plant on East Jackson Boulevard shall be considered a separate and independent unit.

## **Article X—Miscellaneous Provisions**

**Section 1.** Nothing in this agreement shall abridge the rights of the union or its members or of the company, as established by law governing labor relations between employer and employee.

**Section 2.** The right to hire and to maintain order and efficiency is the sole responsibility of the management. The right to promote and the right to discipline and discharge for cause is likewise the sole responsibility of the management, provided that claims of discriminatory promotions and of wrongful or unjust discipline or discharges shall be subject to the grievance procedure herein provided.

The union recognizes other rights and responsibilities belonging solely to the company, common among which, but by no means wholly inclusive, are the rights to decide the products to be manufactured, the methods of manufacture, standards of quality of product and of workmanship, and the schedules of production.

Nothing in this agreement shall be construed to limit the usual responsibilities, duties and rights of the company in the management of the business.

**Section 3.** The parties hereto agree that at no time during the life of this agreement shall there be any strike, walk-out, slow-down, lock-out, or other stoppage of work in the plants of the company until every avenue of negotiation and conciliation shall have been exhausted. The union further agrees that no strike will be called, except upon a two-thirds vote of the members of the union covered by this agreement, present and voting by secret ballot, at a meeting called by notices posted on all bulletin boards in the plants at least eight regular working hours prior to the said meeting, said notices to contain a statement that a strike vote will be taken at the meeting.

**Section 4.** The union agrees that its members will not carry on any union activities in the plant or on the premises of the company during working hours except as definitely provided for in this agreement. Those who are not working shall abide by this rule as to those who are working. Lunch hour and before and after regular work shall not be considered working hours.

**Section 5.** Any previous agreement or contract is hereby revoked by this agreement.

**Section 6.** This agreement may be amended upon the mutual consent of the company and the union.

**Section 7.** This agreement shall be effective as of the fifth day of November, 1942 and shall remain in force and effect for one year, and shall continue thereafter for like yearly periods, unless notice to the contrary is given by either party to the other in writing thirty days prior to the expiration date. Negotiations for a new agreement shall commence immediately upon receipt of such a thirty-day notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this fifth day of November 1942.

**C. G. CONN, LTD.**

By **ALFRED L. SMITH,**  
Executive Vice-President

By **O. E. BEERS,**  
General Manufacturing Manager

**UNITED MUSICAL INSTRUMENT WORKERS LOCAL UNION NO. 1050, UNITED PAPER, NOVELTY AND TOY WORKERS INTERNATIONAL UNION, C. I. O.**

By **JAY L. CONRAD,**  
President

By **HAROLD FEDDER,**  
Secretary

**BY MEMBERS OF  
BARGAINING COMMITTEE**

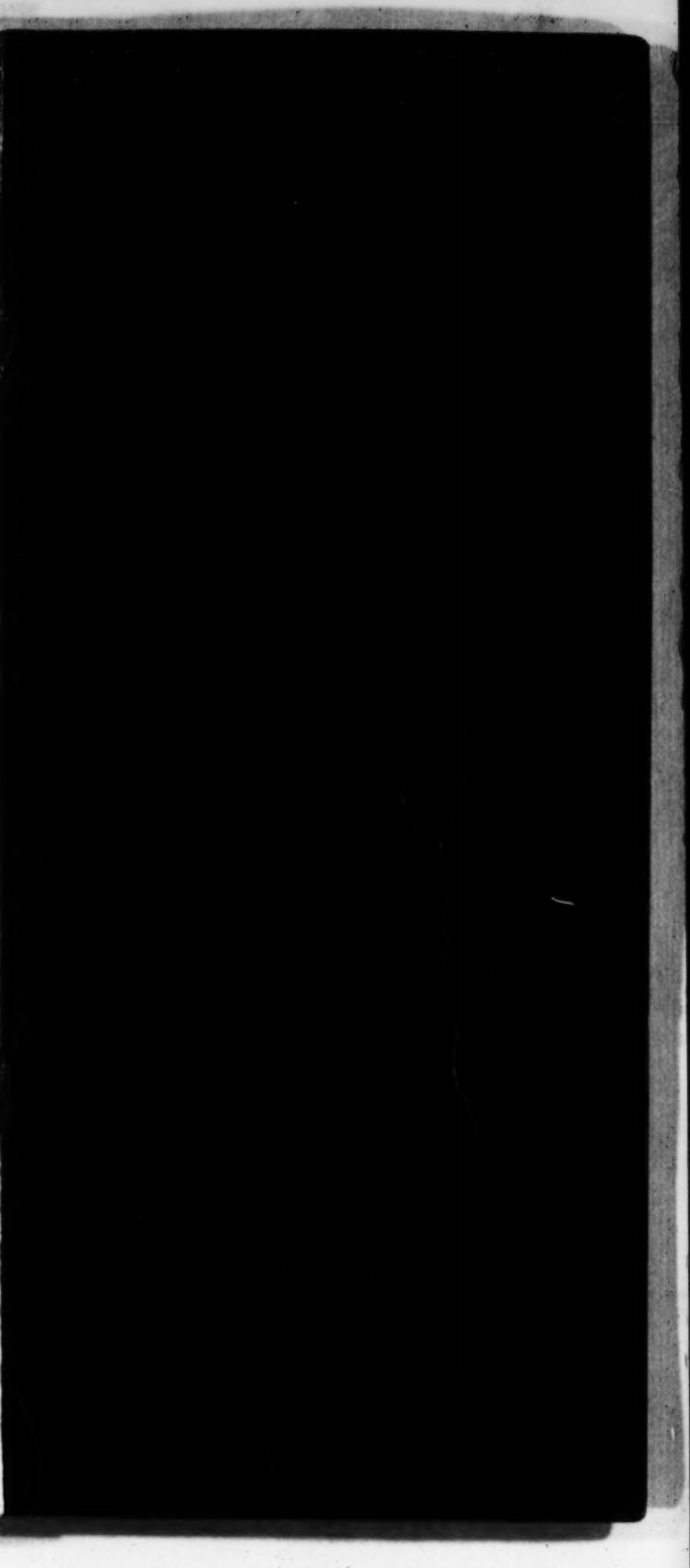
**CLOYCE CUMMINS   LOUIS J. HIRE  
MAUDE MURRAY   FLOYD S. MARTIN  
HARRY L. HOSTETTER**

Bargaining Committee

**FOR THE INTERNATIONAL UNION:**

**LEONARD SHAW**

**KG-L-AH-HWS-SP**





# AGREEMENT

Between

**THE STUDEBAKER CORPORATION**

★ **INDIANAPOLIS, INDIANA** ★

**SOUTH BEND, INDIANA**

and the

**INTERNATIONAL UNION**

**UNITED AUTOMOBILE, AIRCRAFT**

and

**AGRICULTURAL IMPLEMENT**

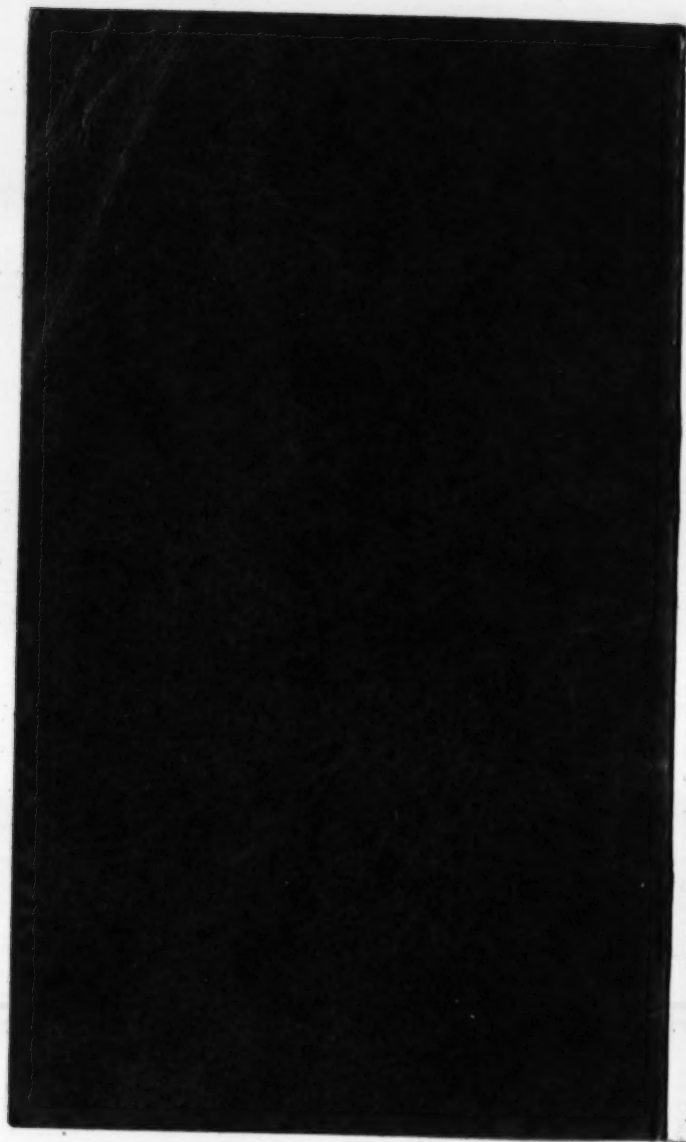
**WORKERS OF AMERICA**

*Affiliated with the Congress of Industrial  
Organizations and its Local No. 2*

**BY-LAWS**

of

**U.A.W.-C.I.O., Local No. 2**



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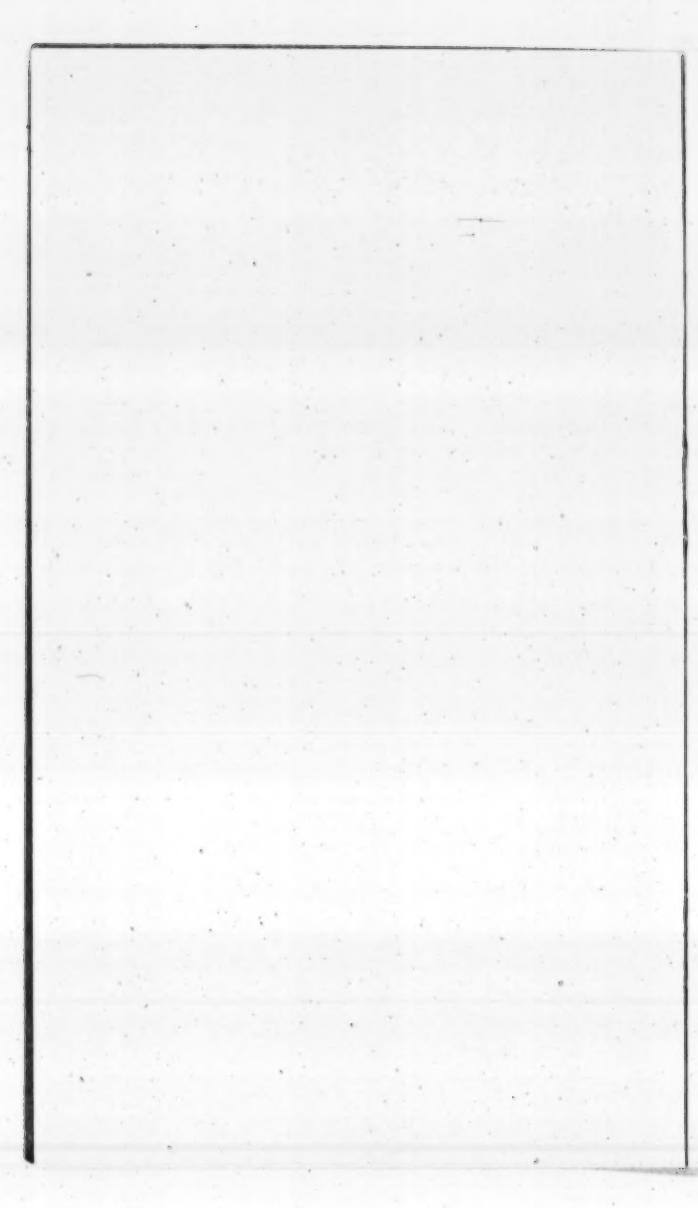
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## **PART I**

THIS AGREEMENT, ENTERED INTO THIS 21st DAY OF MAY, 1937, BETWEEN THE STUDEBAKER CORPORATION, SOUTH BEND, INDIANA, (hereinafter referred to as the Company) AND THE INTERNATIONAL UNION OF UNITED AUTOMOBILE, AIRCRAFT, AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAWA-CIO., LOCAL UNION NO. 5, (hereinafter referred to as the Union or employees).

WITNESSETH: The Parties hereto mutually agree as follows:

### *Article I* **RECOGNITION**

#### *Section 1.*

The Studebaker Company accepts the representations of The International Union of United Automobile, Aircraft and Agricultural Implement Workers of America, UAWA-CIO., Local Union No. 5, that its membership constitutes more than a majority of the hourly rated employees in its South Bend plants and, consequently, in accordance with Section No. 9 (a) of the National Labor Relations Act, the Company recognizes the Union as the exclusive representatives of its hourly rated employees in its South Bend plants, for the purpose of collective bargaining in respect to rates of pay or wages, (as appended hereto), hours of employment, or other conditions of employment. (Amended February 5, 1942.)

### *Article II* **INTERFERENCE, DISCRIMINATION, COERCION**

#### *Section 1.*

The Company will not interfere with the right of its employees to become members of the Union. Neither the Company nor any of its agents will exercise discrimination, interference, restraint or

coercion against any member of the Union because of such membership.

*Section 2.*

The Union or its members will not intimidate or coerce employees in any manner, nor solicit or sign up members on Company time.

*Section 3.*

The Union will not accept for membership direct representatives of the management, such as superintendents, foremen or supervisors in charge of any class of labor, time study men, confidential clerks or Engineering Department employees other than shop employees, Aviation Tool Design and Aviation Plant Protection employees. (Amended February 5, 1942).

*Article III*  
(Not Assigned)

*Article IV*  
**GRIEVANCE PROCEDURE**

*Section 1.*

Should any grievance arise in respect to rates of pay or wages (as appended hereto), hours of employment, or other conditions of employment, there shall be no slow down or stoppage of work but every effort shall be made to settle the grievance in the following manner:

*First:* Between the department stewards and/or divisional committeeman and department foreman.

*Second:* Between the divisional committeeman and /or stewards and division superintendent, or plant manager, and/or Industrial Relations Director.

*Third:* Between the negotiating committee and Company officials. The President and/or Vice-Presidents of the Union may be present at and take part in all grievance proceedings. (Amended February 5, 1942).

*Section 2.*

Complaints regarding discharges for cause will

be handled according to the Grievance Procedure herein provided.

*Section 3.*

Whenever an employee is discharged, the Chairman of the Negotiating Committee shall be notified within twenty-four (24) hours. (New Oct. 5, 1942).

*Section 4.*

Divisional Committeemen, Master Chief Stewards, the President and Vice-President only will be permitted to leave their department to investigate or adjust grievances after duly notifying their assistant foreman or foreman. Upon entering a department they shall notify the foreman or his assistant of their business. (Amended October 5, 1942).

*Section 5.*

The Union officials whose titles appear herein may use, during working hours and at their regular earnings, the amount of time shown herein after their respective titles for the purpose of attending conferences with supervision or management and for adjusting grievances in the plant in accordance with the grievance procedure contained herein: The President and Vice-Presidents—not more than the normal working hours of their respective group. Divisional Committeemen—three (3) hours per day averaged over the week, but not in excess of the normal working hours of their respective group. Master Chief Stewards—six (6) hours per week, but not in excess of the normal working hours of their respective group. (New October 26, 1942).

*Section 6.*

It is understood and agreed that Union activities, not otherwise provided for in this agreement, shall not be allowed to interfere with production schedules.

*Article V*  
**SENIORITY**

*Section 1.*

All employees shall be regarded as extra em-

employees for the first nine (9) months of their employment and may be laid off without regard to their respective employment dates. (Amended August 29, 1941).

#### Section 2.

The Company will maintain and post in its Automotive and Aviation Division Employment Office up-to-date Seniority Charts listing in the exact order of hiring dates the names of all hourly rated employees grouped separately by non-interchangeable groups as follows:

Group (1) all hourly rated male employees of the South Bend Plants.

Group (2) all hourly rated female employees of the South Bend Plants. (Amended Feb. 5, 1942).

This Section shall be suspended for the duration of the war and the following shall be effective:

The Company will maintain and post in its Automotive and Aviation Division Employment Offices, up-to-date charts listing in the exact order of hiring dates, the names of all hourly rated employees.

Upon termination of the War by armistice or otherwise, all jobs and rate classifications now or hereafter held by women will revert back to their former status as of January 1, 1942. (New Nov. 16, 1942).

#### Section 3.

The President, Vice-President, Treasurer, Financial Secretary, Recording Secretary, Trustees, Sergeant of Arms, Guide, and Divisional Committeemen, during the term of their office, will be placed at the head of the Seniority Chart and will not be subject to seniority layoff or to displacement by a senior employee because of a seniority layoff.

Upon the expiration of their term of office, they shall be returned to their original standing on the Seniority Chart. (New December 7, 1941).

#### Section 4.

Twelve (12) consecutive months of unemployment or a voluntary quit or discharge breaks seniority.

### Section 5.

Employees of the manufacturing division of the South Bend plants who are now employed in or may hereafter be promoted to a supervisory, confidential or salary paid classification, shall be given their original hiring date and shall continue to accumulate seniority while so classified and, upon termination of their employment in such classifications, their names shall be placed on the chart of Group 1 (male) or Group 2 (female) as provided for in Section No. 2 of this Article and, thereafter, they shall be subject to all the provisions of this Agreement.

However, supervisory employees such as departmental foremen, general foremen, superintendents or higher executives shall not attain any of the rights of Article VI, Section No. 3, while so employed but may be rehired or transferred to fill existing vacancies when all qualified employees with seniority are employed and their names shall then be added to the above mentioned chart. (Amended August 29, 1941).

### Section 6.

Employees of the home office Administration Building Maintenance Department, including janitors, carpenters, window washers, elevator operators, painters, courtesy car drivers, cafeteria, stationery stockroom and print shop employees, when laid off or transferred, shall have their names placed on the "chart of Group 1 (male) or Group 2 (female)." as provided for in Section No. 2 of this Article, according to their respective current hiring dates and, thereafter, they shall be subject to all the provisions of this agreement. (Amended February 5, 1942).

### Section 7.

Shop employees of the Engineering Department shall be hired, retained, laid off, or rehired according to their individual abilities and skills as determined by the Company. However, when laid off, their names shall be placed on the chart and, thereafter, they shall be subject to all the provisions of this Agreement. (Amended August 30, 1940 and August 29, 1941).

### ***Section 8.***

Employees of the Automobile Plant with seniority who qualify and are transferred to work in the Aviation Division shall continue to accumulate seniority in the Automobile Plant while so employed. Upon termination of their employment in the Aviation Division for causes other than a discharge for misconduct, they shall be returned to employment in the Automobile Plant in accordance with their established seniority under the provisions of Section No. 3 of Article VI. (New March 27, 1941).

### ***Section 9.***

Laid off employees with more than nine (9) consecutive months of service who are laid off less than (12) consecutive months will retain their last established seniority date upon their reemployment, providing they return to work when called. Failure to report within two (2) days may mean the loss of a particular job but will not prevent another call. However, failure to report within one (1) week will cancel all Company responsibility and employee's rights. (Amended August 29, 1941).

### ***Section 10.***

These seniority rules apply to Layoff and Rehire only.

## ***Article VI***

### **LAYOFF AND REHIRING PROCEDURE**

#### ***Section 1.***

When there is a decrease of factory force for an extended period of time, the following rules shall apply:

#### ***Section 2.***

New people without seniority who are added to the work force after January 1, 1939, shall be considered extra employees, and they shall not acquire any of the rights under any of the provisions of Section No. 3 of this Article during the first nine (9) months of their employment, except as provided for under Section No. 2, Article VII.

The elimination or lay-off of extra employees shall be through negotiation and mutual agreement and without the application of any of the provisions of Section No. 3 of this Article. (As Amended December 8, 1938 and November 8, 1940).

Under all other circumstances the work force will be governed by the following provisions:

#### *Section 2-A.*

When the monthly production schedule of a department provides for less than an average of twenty-four (24) hours per week, promptly after the first of the month the force in that department shall be reduced (in accordance with the provisions of Section No. 3 of this Article) so that the schedule will provide an average work week of twenty-four (24) hours or more for those remaining on active duty. Employees so laid off shall not be recalled until the monthly production schedule of their department will provide an average work week of thirty-two (32) hours or more for the month, and the Company shall not be obliged to recall them until the production schedule of their department will provide an average work week of forty (40) hours or more. Laid off employees shall be recalled in accordance with the provisions of Section No. 4 and No. 5 of this Article.

The provision of this Section regarding the lay-off and recall of employees are intended to apply only to reduction in working hours caused by changes in production schedules resulting from decreases and increases in customer's orders. They are not intended to apply to reduction in average hours due to shortage of material or to other causes of an obviously temporary nature, nor to the period of introduction of, or change in, models nor shall they prevent the employment of sufficient men to maintain a set hourly schedule, including extra men needed to take care of production and shipment of parts and assemblies for the California Plant, the Canadian Plant and for export customers.

#### *Section 3.*

Employees of more than nine (9) months of

service, who are laid off due to a reduction of force or the elimination of a job, shall be transferred to and displace any junior employee on any job for which he, the laid off employee, is qualified, providing he makes written application to the Industrial Relations Department within thirty (30) days from date of layoff. Amended Aug. 29, 1941).

#### *Section 4.*

When there is an increase of force, employees with seniority (nine (9) months or more) who have been laid off less than twelve (12) consecutive months shall be returned to work according to their qualifications and ability to perform the jobs open and in the order of their length of service prior to their layoff. Amended Aug. 29, 1941).

#### *Section 5.*

In starting jobs, groups, or departments after model changes, employees shall be retained or—returned to work according to the needs determined by the Management for a period not to exceed thirty (30) days.

Departmental stewards, however, shall be returned to work within the first ten per cent (10%) of the necessary man power in the department to produce the then estimated schedule of production. While a steward's regular job is existing he shall not be changed to another job without his consent.

When a steward's job is eliminated, he shall be placed on any job in his group for which he is qualified. However, when there is a decrease of force, in accordance with the provisions of Section No. 2-A of this Article, then all the provisions of Section No. 3 of this Article shall apply. As Amended October 31, 1938).

### *Article VII*

#### **LEAVES OF ABSENCE**

##### *Section 1.*

Upon application, leaves of absence may be granted employees at the convenience and discretion of the Company for limited periods not to exceed one (1) year and without extension privilege. Time away from work on a leave of absence shall

be deducted from the beginning of seniority and a new seniority date established.

However, employees elected or selected to perform union duties and employees elected or selected to public office in either the City of South Bend, St. Joseph County, State of Indiana, or to the National Legislature, who have the approval of UAWA-CIO, Local No. 5, will be granted leave of absence for periods one (1) year with extension privileges, without loss of seniority and not in excess of thirty (30) employees at any one time.

Return to work from a leave of absence will be in accordance with the then existing seniority rules based on the new seniority date. As Amended December 8, 1938 and January 19, 1941).

*Section 2.*

Employees drafted or volunteering for active service in the military forces of the United States or the State of Indiana, or who are drafted under provisions of the War and Navy Department industrial mobilization plans following a declaration of a National Emergency by the Congress of the United States shall continue to accumulate seniority while in such service.

Upon their discharge from such service, if they report for work within sixty (60) days and satisfactorily pass the necessary physical examination, they shall be returned to work in accordance with their last established hiring date by displacing any junior employee on any job for which the returning employee is qualified. (New Section adopted October 26, 1939).

*Article VIII*

(Not Assigned)

*Article IX*

**PROMOTIONS**

*Section 1.*

Promotion to better jobs within the department shall be made from the ranks of those qualified employees within that department whenever possible.

## Article X

### WAGE PROCEDURE

#### Section 1-A.

##### *Non-Seniority Employees Group P. W.*

Employees hired, rehired for, or transferred to a Group Piece Work job shall be paid at the **HIRING RATE** for their labor classification (as appended hereto) by the Company as Day Work for the current week of hire, rehire, or transfer and for one additional week out of group earnings, and the actual group earnings thereafter. (Amended November 21, 1942).

#### Section 1-B.

##### *Seniority Employees Group P. W. (Not Qualified)*

Employees with seniority rehired for, or transferred to, a Group Piece Work job and a class of work for which they had not previously qualified in the South Bend Plants shall be paid at the **CLASSIFICATION RATE** for their labor classification (as appended hereto) by the Company as Day Work for the current week of rehire or transfer, for one additional week out of group earnings. Thereafter, they shall participate in the full earnings of the group. (New July 13, 1942).

#### Section 1-C.

##### *Seniority Employees Group P. W.*

Employees with seniority rehired for, or transferred to a Group Piece Work job and a class of work for which they had previously qualified in the South Bend Plants shall be paid at the **CLASSIFICATION RATE** for their labor classification (as appended hereto) by the Company as Day Work for the current day of rehire or transfer and two additional days. Thereafter, they shall participate in the full earnings of the group. However, where an employee is being replaced by another employee, the employee being replaced shall be retained in the same pay group to the end of the third (3rd) day.

#### Section 1-D.

##### *Non-Seniority Employees Individual P. W.*

Employees hired, rehired for, or transferred to

an Individual Piece Work job shall be paid at the HIRING RATE for their labor classification (as appended hereto) by the Company or at the ACTUAL EARNINGS, whichever is highest for the current week of hire, rehire or transfer, for one additional week and the ACTUAL EARNINGS thereafter.

*Section 1-E.*

*Seniority Employees Individual P. W.*

Employees with seniority, hired, rehired for, or transferred to an Individual Piece Work Job, shall be paid the CLASSIFICATION RATE for their labor classification (as appended hereto) by the Company or at the ACTUAL EARNINGS, whichever is highest, for the current week of hire, rehire or transfer, for two additional weeks and the ACTUAL EARNINGS thereafter. (New May 17, 1942).

*Section 1-F.*

Employees failing to produce an acceptable quantity or quality of work in excess of their HIRING RATE during their respective HIRING or CLASSIFICATION RATE period, as established in Paragraphs A, B, C, D, and E above, will be considered as having failed to qualify on the occupation (job) and they will be returned to the Employment Department for disposition.

Seniority employees will be considered for placement in accordance with Section 3 of Article VI.

*Section 1-G.*

*Non-Seniority Employees Hourly Rated Jobs*

Employees hired for an Hourly Rated job shall be paid a HIRING RATE at ten (10c) cents below the ESTABLISHED RATE for their labor classification (as appended hereto) for the current week of hire, for three additional weeks and the ESTABLISHED RATE thereafter.

*Section 1H.*

*Seniority Employees Hourly Rated Job Not Worked on Previously*

Employees with seniority rehired for, or transferred to an Hourly Rated job in a department in

which they had not worked previously, shall be paid a HIRING RATE at ten (10c) cents below the ESTABLISHED RATE for their labor classification (as appended hereto) for the current week of rehire or transfer, for one additional week, and the regular ESTABLISHED RATE thereafter.

*Section 11.*

*Seniority Employees Hourly Rated Job  
Previously Worked On*

Employees with seniority rehired for, or transferred to an Hourly Rated job and a class of work for which they had previously qualified in the South Bend Plants will start at the ESTABLISHED RATE for their labor classification (as appended hereto).

*Section 1-J.*

Hourly Rated employees working under provisions of Paragraphs H and I above, failing to produce an acceptable quantity or quality of work within the current week of rehire or transfer and two additional weeks, will be considered as having failed to qualify on the occupation (job) and they will be returned to the Employment Department for disposition. Seniority employees will be considered for placement in accordance with Section No. 3 of Article VI.

*Section 2.*

Employees taken off of their regular job to perform special work requiring their particular capabilities, shall not sustain any loss in their earnings while so temporarily assigned. They shall, however, benefit from the rate or earnings of the job to which they are so temporarily assigned whenever the rate or earnings are in excess of their own. Any group earnings paid to temporarily assigned employees in excess of the earnings of the group to which they are temporarily assigned shall be absorbed by the Company.

This provision shall apply until the employee is transferred or returned to his original job.

*Section 3.—Trainees—as amended March 22, 1943*

TRAINEE RATES will apply only to those oc-

cupations (jobs) for which a **TRAINEE RATE** has been provided in the Rate Structure. Trainees hired or transferred as such will be paid as follows:

*30 days*

	<del>1st</del>	<del>2nd</del>	<del>3rd</del>	<del>4th</del>	<del>5th</del>	<del>6th</del>
	<del>Mo.</del>	<del>Mo.</del>	<del>Mo.</del>	<del>Mo.</del>	<del>Mo.</del>	<del>Mo.</del>
Piece Work	D-6	C-1	C-6	B-1	B-6	A-1
Day Work	80c	85c	90c	95c	1.00	1.05

(1st month, or rate period as used herein, shall mean the current week of hire, rehire or transfer and three (3) additional calendar weeks. All other months shall mean four (4) calendar weeks.), except that:

- A. Trainees on Hourly Rated jobs, after the first rate period of employment, may be increased to any rate within the Trainee Rate Range, or the **CLASSIFICATION RATE**, or the **ESTABLISHED RATE** for the occupation (job), whichever is commensurate with the quantity and quality of work produced and is mutually agreed to by the Foreman and Chief Steward of the department.
- B. Trainee on Individual Piece Work Rated jobs will be paid their actual Piece Work Earnings whenever they exceed their Hourly Rate for the week.
- C. Trainees failing to make satisfactory progress in any rate period will be returned to the Employment Department or they may be retained at their then current rate for an additional probationary period of one month.

#### Section 4.

**TRAINEES' OCCUPATION (JOB) CHANGES** will in no way effect their status as trainee and they will continue on the new occupation (job) at their then current rate and under provisions of Paragraphs A and B of Section No. 3 above.

#### Section 5—Instructor Operator.

Especially qualified employees, capable and expert in the operation of a machine or job, qualified to instruct others, may be selected and designated

as Instructor Operators and when so designated and while working as Instructor Operators shall be paid ten (10c) cents per hour above the **REGULAR RATE** established for the occupation (job), whenever it is so recommended and approved by the Plant Manager.

*Section 6.*

Piece Work rates shall be established, not later than thirty (30) days after the start of production on any new job, such rates shall be subject to review and negotiation by the Union not later than sixty (60) days after start of job. Piece Work rates per man on new jobs shall not be less than rates per man on similar operations on the previous job.

*Section 7.*

Employees starting a new job during the war period, on which a Piece Work rate can not be established within a week, shall be paid at the **BOOK EARNING RATE** of similar occupations (jobs) now established in the rate structure. (New October 5, 1942).

*Article XI*

**HOURS AND PREMIUMS**

*Section 1.*

For the purpose of this Article on working hours, a regularly scheduled work week shall consist of seven (7) successive days, starting at 12:01 A. M. on Monday, (Sunday Midnight).

*Section 2.*

A work day shall be the calendar day, (i.e., from Midnight to Midnight). Thus, work on an established work day, regardless of the number of hours worked, for the purpose of this Article, will be considered as one (1) day of work.

- A. At times a shift may cut across two (2) work days. However, only one (1) of the two (2) days is to be counted as a day worked and that is the day on which the shift starts. When an employee, on particular occasions, works beyond his normal shift

and thereby works into the next work day, such excess hours shall not be regarded as an additional day. However, if the employee continues to work into his day of rest, to the extent of one-half (1/2) of his normal shift, or is called back to work on his day of rest, that day must be counted as a day of work.

### **Section 3.**

Employees will be paid straight time for hours worked except as provided herein:

- A. All work in excess of eight (8) hours in any work day, (see Section No. 2 and No. 2-A), shall be paid at the rate of time and one-half, except when such day is the sixth (6th) day worked in a regularly scheduled work week, such day shall be paid as provided in Paragraph 'B'; or when such day is the seventh (7th) consecutive day worked in a regularly scheduled work week, such day shall be paid as provided in Paragraph 'C'.
- B. All hours of work on a sixth (6th) day worked in a regularly scheduled work week, shall be paid at the rate of time and one-half. This paragraph does not require that any particular number of hours be worked in a day for that day to be regarded as a day worked for the purpose of computing the sixth (6th) day of work in a work week. Full days of absence because of a designated holiday, lack of work, absence because of injury in the plant, or an ordered appearance by a draft board, shall be counted as a day worked for the purpose of computing the sixth (6th) day of work in a work week.
- C. All hours of work on a seventh (7th) consecutive day worked in a regularly scheduled work week, shall be paid at the rate of double time, except as herinafter provided.

If an employee is absent for all of one (1) or more days, such days are not to be included in computing the seventh (7th) day. The only two exceptions to this rule are a desig-

nated holiday on which no work is performed and the case where an employee reports with the reasonable expectation of work and is sent home because of lack of work or other reason beyond his control; (other reasons beyond his control shall be absence because of injury in the plant or an ordered appearance by a draft board), such days shall be counted in computing the seventh (7th) consecutive day.

All other days on which an employee does not work his full schedule, but absents himself for a portion of the day without justifiable cause, shall not be counted in computing the seventh (7th) day. However, double time will be paid on the seventh (7th) day *only* for those hours actually worked after the time lost, (time lost: straight time hours only), due to absence without justifiable cause, (justifiable cause: holiday, no work available, injury in the plant, an ordered appearance by a draft board), has been made up by the employee.

- D. No premium wage or extra compensation shall be paid for work on customary holidays except that time and one-half wage compensation shall be paid for work performed on the following holidays only:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
July 4th	Christmas Day

- E. Work on any of the above holidays, which is also the seventh (7th) consecutive day of work in a regularly scheduled work week, shall be paid only at the double time rate.
- F. The above holiday shall be counted as days worked for the purpose of computation of the sixth (6th) and seventh (7th) days of work under Paragraphs 'B' and 'C' whether or not work is actually performed.

If one of the designated holidays falls on Sunday, either Sunday or Monday may be observed as the holiday, but not both.

G. Time and one-half premium pay required for work on the six (6) holidays may not be offset or credited against overtime premium pay required for any other day. Double time premium pay, as required by Paragraph 'C', for work on the seventh (7th) consecutive day in the same work week may not be offset or credited against overtime premium pay required for any other day.

Similarly, under no circumstances shall the several premium rates be pyramided. As Amended March 1, 1943.

#### *Section 4.*

The right of the Management to establish swing shifts or relief shifts to achieve maximum utilization of machinery in war production is recognized. All details concerning the establishment of various shift schedules shall be worked out jointly between the Company and the local Union in accordance with the principles contained in Section No. 3 of this Article. (Amended October 5, 1942).

#### *Section 5.*

Employees working on all shifts other than day shift shall receive ten (10%) per cent above their regular rate of pay, providing half or more of the working hours are regularly scheduled between the hours of 6.00 P.M. and 8:00 A.M. (Amended October 5, 1942).

Application—A.—Day shift employees who work into night shift hours are considered day employees working overtime and will be entitled to time and one-half for all hours in excess of eight (8), but will not be entitled to the ten (10%) per cent for night work.

Application—B.—Night shift employees who work into the day shift hours are considered night employees working overtime and will be entitled to time and one-half for all hours in excess of eight (8) and they will also be entitled to the ten (10%) per cent for all hours worked. (Amended February 5, 1942).

## *Article XII*

### **LOST TIME AND INCOMPLETE DAY'S WORK**

#### *Section 1.*

A penalty of one-tenth (1/10th) of an hour will be given an employee who punches "IN" from one (1) to six (6) minutes late. For tardiness beyond six (6) minutes, the regular procedure of six (6) minute intervals will apply, i. e., up to twelve minutes, minus two-tenths (2/10ths) of an hour, etc. (New October 5, 1942).

#### *Section 2.*

If an employee fails to punch his time card, the matter will be brought to the attention of his Foreman, and the employee will be required to prove to the Foreman that he was at work during any time for which the employee wants credit. The card must bear the "OK." of the Foreman before any such credit is given. (New Oct. 5, 1942).

#### *Section 3.*

Employees called to work, or permitted to come to work without having been notified properly that there will be no work, or are sent home before having worked two (2) hours shall be paid for two (2) hours at their respective **HIRING, CLASSIFICATION OR HOURLY RATE.** (Amended October 5, 1942).

#### *Section 4.*

During the war period, individual piece workers, groups, or shifts, will be paid the **BOOK EARNING RATE** for lost time due to all breakdowns and stock shortages where the interruptions aggregate one-fourth (1/4) hour or more in conveyor operated departments and an aggregate of one-half (1/2) hour or more on all other piece work operations during the same day, providing employees are held in the plant in readiness to resume work on the foreman's instructions. (Amended October 5, 1942).

## *Article XIII* **VACATIONS AND BONUSES**

### *Section 1.*

Vacations will be granted on or after July 1, 1943, in accordance with the following plan:

- A. Employees eligible under this plan are those who have one or more years of seniority as of July 1, 1943.
- B. Vacation pay will be computed at two and one-half (2½%) per cent of the employee's earnings for the preceding fifty-two (52) consecutive weeks ending nearest to June 30, 1943.
- C. Employees who have lost seniority during the preceding fifty-two (52) consecutive weeks ending nearest to June 30, 1943, because of a voluntary quit, discharge for cause, failure to report for work within one week when called, or twelve consecutive months of unemployment, shall not be eligible for vacation with pay.
- D. Vacations shall become due and payable during the first week of August. However, if production schedules make another date necessary, it is to be arranged by mutual agreement.

### *Section 2.*

Employees joining the armed forces, who have earned a portion of their vacation, shall be paid that earned portion as soon as their induction or enlistment is certified to the Company. (New October 5, 1942).

## *Article XIV* **GENERAL PROVISIONS**

### *Section 1.*

All employees will be allowed a five (5) minute clean up period before lunch and a ten (10) minute clean up period before the end of their shifts. In addition, only employees in conveyor operated departments will be allowed three (3) minutes to prepare their tools at the beginning of their shifts. (New October 5, 1942).

**Section 2.**

It is agreed that in case of a strike, employees in the Plant Protection, Power and Building Maintenance Departments may be kept at work, but only to the extent that they are necessary for the proper protection of the Company's property.

**Section 3.**

During the tenure of this Agreement, no lockout shall be inaugurated by the Company and the Union shall not allow any of its members to strike.

**Article XV**

**DURATION**

**Section 1.**

This Agreement shall remain in full force and effect until canceled by either party. Cancellation shall be effective after thirty (30) days' written notice. Admendments may be made by mutual consent.

**NOTE:** All Articles, Sections and Amendments contained herein this 23rd day of November, 1942, supersede all previous Articles, Sections and Amendments not contained herein.

**FOR THE COMPANY**

Paul G. Hoffman,  
H. S. Vance,  
R. A. Vail,  
W. S. Gundeck,  
George Westphal,  
W. J. Learmonth.

**FOR THE UNION**

William Ogden,  
James D. Hill,  
James W. Dill,  
Walter J. Schott,  
J. C. Werntz,  
Pius A. Kehoe,  
Roy J. Garlit,  
O. A. Richardson,  
V. L. Burgoyne.

**PART II**

**BY-LAWS**

*of the*

**INTERNATIONAL UNION  
UNITED AUTOMOBILE, AIRCRAFT**

*and*

**AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA**

**Local No. 5**

*Affiliated with Congress of  
Industrial Organizations*

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## **BY-LAWS**

### *Article I*

#### **NAME**

This organization shall be known as International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, Local No. 5.

### *Article II*

#### **OBJECTS**

To improve working conditions, create a uniform system of shorter hours and higher wages; to maintain and protect the interests of workers under the jurisdiction of Local Union No. 5, to unite into one organization, regardless of religion, race, creed, color, political affiliations or nationality, all employees under the jurisdiction of Local Union No. 5.

To educate our membership in the history of the Labor Movement, and to develop and maintain an intelligent and dignified membership; to vote legislation in the interests of all labor.

To enforce existing laws; to work for the repeal of those which are unjust to labor; to work for legislation on a national scale. To work for legislation on a National Scale having as its object the establishment of real social and unemployment insurance, the expense of which is to be borne by the employer and the government.

To work as an autonomous Local Union affiliated with International Union, United Automobile, Aircraft, and Agricultural Implement Workers of America. Together with other Local Unions of this International Union for the solidification of the entire Labor Movement.

### *Article III*

#### **MEMBERSHIP**

##### *Section 1.*

All persons with seniority working for Studebaker Corporation not designated as confidential employees shall be eligible for membership.

## *Section 2.*

Any worker eligible for membership in Local No. 5, UAW-CIO, shall apply for membership in the Local Union after one month of service with the Studebaker Corporation at the then existing initiation fee, and must take the obligation within thirty days from date of application or forfeit their initiation fee.

## *Section 3.*

It is the duty of each and every member to cast their vote for the annual election of officers. Any one failing to vote shall be fined one dollar for neglect of duty, this money so collected shall be turned over to the Sick and Relief Committee. However, anyone to be exempt from payment of fine must have a legitimate excuse signed by their divisional representative and present it to the office at the payment of their current months dues.

## *Section 4.*

Any member or Officer who misappropriates, or withholds any funds of this Local Union shall have charges preferred against him or her, and if found guilty shall refund said money, and pay penalties as the Local Union may impose upon him or her before he or she will be allowed to pay any dues.

## *Article IV*

### **INITIATION FEES**

Initiation fee for this Local Union shall be \$5.00 plus \$1.00 for current months dues.

## *Article V*

### **DUES**

#### *Section 1.*

Dues of this Local Union shall be \$1.00 per month.

#### *Section 2.*

All dues are due, and payable to the Financial Secretary of this Local Union, on or before the first day of the month.

### ***Section 3.***

Any member not working forty (40) hours in any calendar month is entitled to an out of work receipt, and by presenting Stewards receipt to the Financial Secretary of this Local Union shall be exempt from payment of dues for such idleness. The Financial Secretary shall issue to such member a regular receipt bearing the Stamp Unemployed.

### ***Section 4.***

Sick members working less than forty (40) hours in any calendar month shall be exempt from payment of dues.

### ***Section 5.***

Any member who shall fail to pay dues and assessments required by this Constitution and By-Laws, by the end of two (2) calendar months, shall become suspended, and shall pay the reinstatement fee of fifteen dollars (\$15.00) plus all delinquent dues, fines and assessments. Fines shall be figured at the rate of one dollar (\$1.00) for each five (5) days or fraction thereof, beginning with the first day of the third month. No Committee or Officer shall have the right to deviate from this rule.

### ***Section 6.***

Any person transferring from any Local in UAW-CIO showing current months dues paid is exempt from payment of dues to this Local Union for current month, and any person transferring from any CIO local other than Local of UAW-CIO must pay current months dues.

## ***Article VI***

### **DIVISION OF FUNDS**

#### ***Section 1.***

One dollar of each initiation fee shall go to International.

#### ***Section 2.***

One dollar (\$1.00) dues is divided as follows: 5 cents of which shall be laid aside in a special

fund to be used only in case of strike or lockout. 5 cents shall be laid aside for building fund. 2½ cents shall be laid aside for educational purposes. One cent goes to the State Auto Council. One cent goes to the Auto District Council, two cents to the Local CIO Auto Council. 40 cents to International as per capita tax. Leaving the balance for the general fund.

*Section 3.*

Earned stamps same as Section 2.

*Section 4.*

Pro rata rent from all Locals using building is put in building fund for maintenance of building.

*Section 5.*

The 15 cents collected for eligibility for death benefit is divided as follows: 5 cents to death benefit fund; 5 cents to building fund; 5 cents to the General Fund.

*Article VII*

**DEATH BENEFITS**

*Section 1.*

Members shall not be in arrears with their dues for a period exceeding thirty (30) days to be eligible for death benefit, and death benefits may be cancelled by order of the Executive Board when the General Death Benefit Fund falls below \$100. (NOTE: It is possible that the death benefit fund could be depleted by the spread of an epidemic, although it is improbable.)

*Section 2.*

The beneficiary of any deceased member of this Local Union who has been in good standing for a period of one (1) year or more, is entitled to a death benefit of one hundred dollars (\$100.00) under the provisions of Section One (1) of this Article; and the beneficiary of any deceased member who has been in good standing for three months to twelve months is entitled to a death benefit of fifty dollars (\$50.00) under the provision of Section One of this Article.

### **Section 3.**

Members who are unemployed during any calendar month must pay 15 cents for such month to be eligible for death benefit.

### **Section 4.**

Sick members working less than forty (40) hours in any calendar month shall be exempt from paying the 15 cents fee to be eligible for the death benefit.

## **Article VIII**

### **MEETINGS**

#### **Section 1.**

This Union shall convene for the purpose of transacting business at least once a week. However, a meeting may be cancelled at any previous regular or called meeting. The sessions will begin not later than 8:00 P. M., and shall adjourn not later than 10:30 P. M. provided, however, that a meeting may be continued by a two-thirds (2/3) majority vote of the membership present. Should any business require special attention, a special meeting may be called for that purpose

#### **Section 2.**

A special meeting of the Union may be called upon request submitted by seventy-five (75) members in good standing, to the Executive Board. The request must be written and shall state clearly the purpose or purposes for which the meeting is to be called, and no other business shall be transacted on the occasion, however, in case of emergency, the Executive Board is empowered by a majority vote of Board to call a special meeting.

#### **Section 3.**

In event of a special meeting, all members must be notified by the Financial Secretary, at least twenty-four (24) hours prior to the meeting. Notice may be made by mail or shop bulletin.

#### **Section 4.**

Seventy-five (75) members shall constitute a quorum at any regular or special meeting.

*Section 5—Order of business.*

1. Meeting to Order.
2. Roll Call of Officers.
3. Minutes of Previous Meeting.
4. Minutes of Night Meeting.
5. Initiation of Candidates.
6. Reading of Communications.
7. Reading of Bills.
8. Treasurer's Report.
9. Officer's Report.
10. Report of Committees.
11. Report of Delegates.
12. Unfinished Business.
13. New Business.
14. Good and welfare.

*Section 6.*

The Chairman shall not recognize a motion for the previous question until at least two (2) members have spoken on the affirmative, and two (2) on the negative side, on the motion or amendment that is under discussion provided such wish to speak.

*Section 7.*

Anyone under the influence of intoxicating liquors or in any manner disturbing the meeting shall be expelled from the hall for the first offense and charges shall be preferred against them as provided in the International Constitution under trials of members.

*Section 8.*

This Constitution shall govern all meetings, and any decision not covered by this Constitution shall be governed by Roberts Rule of Order.

*Article IV*

**OFFICERS**

*Section 1.*

The elected Officers of this Union shall be President, two Vice-Presidents, one Vice-President from the Aviation Division, and one Vice-President from the Automotive Division; Recording Secretary; Financial Secretary; Treasurer; three

Trustees; Sergeant-at-Arms; and Guide, who shall perform their duties as described in the International Constitution and By-Laws and the Constitution and By-Laws of this Local Union.

#### *Section 2.*

Nomination for all Officers shall be made before balloting can start, and nominations shall be made the next last Friday in February, and election shall start the last Friday in February. It shall require a majority of all votes cast to elect. In case of no majority the highest ranking nominees with majority vote shall be carried over on next ballot, and each succeeding ballot until nominee is elected, provided however, except the Vice-President who must receive a majority of all votes cast in their division to be elected.

#### *Section 3.*

No one member shall nominate more than one nominee for each elective office, or more than one delegate to any convention.

#### *Section 4.*

Should any Officer absent himself or herself from three consecutive meetings without a reasonable and lawful excuse the office shall be declared vacant and it shall be the duty of the President to appoint an Officer in the interim.

#### *Section 5.*

Nominations and elections of all Officers shall be governed by the International Constitution and By-Laws.

#### *Section 6.*

There shall be an election board composed of two (2) members and two (2) alternates from each of the Divisions, to be elected at the time of the election of a Divisional Representative, and shall serve for a period of one year. Any member of the election board desiring to run for election of an Officer or Delegate shall be temporarily suspended from the board for that one election, and the first alternate from his or her Division shall take their place.

**Article X**  
**DIVISION REPRESENTATIVES AND**  
**STEWARDS**

**Section 1.**

The steward system shall prevail in the South Bend plants of the Studebaker Corporation, and shall consist of a Divisional Representative in each Division, and stewards and a Chief Steward for each Department.

**Section 2.**

The Divisional Representative shall be elected within ten (10) days after election of Officers. The meeting for the election of Divisional Representative shall be determined by the Stewards of that division. It shall require a majority of all votes cast to elect.

**Section 3.**

The Divisional Representative shall see that each department in his or her division holds an election of stewards within two (2) weeks after his or her election.

**Section 4.**

Each department Chief Steward shall be selected by the stewards in their respective department, subject to the approval of the membership of that department. Department stewards shall be elected by the group which each steward is to represent.

**Section 5.**

No department shall have less than two (2) stewards. Each department shall be allowed one steward for fifty (50) members or fraction thereof: However, additional stewards may be had by appealing to the Executive Board of the Local Union.

**Section 6.**

The term of office for all stewards shall be for a period of one (1) year unless removed for cause, death or resignation. Stewards elected to fill a

vacancy occasioned by the removal of another steward shall be elected for the unexpired term.

*Section 7.*

Stewards who attend the regular meetings as designated by the membership will be entitled to receive free dues for that month. However, any steward failing to attend meetings as designated by the membership, must pay the months dues, unless exonerated for good and sufficient reason by the Chief Steward of his or her department. Stewards on the night shift will be required to attend the night meetings to receive credit for dues.

*Section 8.*

Steward meetings shall convene at 8:00 P. M., the second and fourth Wednesdays of each month.

*Article XI*

**LOCAL UNION COMMITTEES**

*Section 1.*

This Local Union shall have the following standing committee: Executive Committee; Negotiating Committee; Constitution and By-Laws Committee; Education Committee; Finance Committee; Sick and Relief Committee; Legislation Committee; Election Committee; Organizational Committee; Recreational Committee, and Union Label Committee.

*Section 2.*

All standing committees other than the Executive Committee; Negotiating Committee; and Election Committee shall be appointed by the President, two (2) Vice-Presidents, and the Divisional Representatives.

*Section 3.*

The Vice-President shall have charge of and direct all standing committees.

*Section 4.*

Any committee handling funds of this Local Union shall submit a detailed monthly report of all incomes and expenditures.

### *Section 5.*

All withdrawals from committee funds shall bear the signature of the committee Chairman and Financial Secretary of this Local Union.

### *Section 6.*

Any committee report shall either be accepted or rejected. If rejected, it shall be referred back to the committee, for amendment. On presenting the amended report to the body, and if it is still unsatisfactory, the body may reject or amend the report.

### *Section 7.*

The Executive Committee shall consist of the President, two (2) Vice-Presidents, Recording Secretary, Financial Secretary, Treasurer, Sergeant-at-Arms, Guide, three (3) Trustees, and the Divisional Representatives. (A) The duties of the Executive Committee are found in Article 37 of International Constitution.

### *Section 8.*

The Negotiating Committee, shall be composed of the President, two (2) Vice-Presidents, and the Divisional Representatives. (A) The Negotiating Committee shall have a secretary selected by the members of the committee, with the approval of the membership.

### *Section 9.*

The Constitution and By-Laws Committee shall formulate any amendments to change the Constitution and By-Laws. (A) Any proposed change to Constitution and By-Laws shall be presented in writing, giving reason for the change, to Constitution and By-Laws Committee, who will present same to body in the form of a resolution (stating Article number, Section number to be changed). If the resolution is adopted, copies of amendment are to be made and given to membership before the first reading, and following the second reading and before the third reading, the weekly bulletin shall carry the amendment. Vote for adoption shall be by a two-thirds (2/3) majority of members present at the meeting.

**Section 10:**

The Educational Committee shall draw up a program in conformity with the standardized policy as laid down by the State Educational Division of the International Union, and all programs must meet with the approval of the body.

**Section 11.**

The Finance Committee shall be composed of the Board of Trustees, and one representative from each Division, plus two (2) members at large appointed by the President and Vice-President.

(A) It shall take a majority of the committee to constitute a quorum to transact any business.

(B) The Finance Committee shall investigate all requests before bringing recommendation to the assembly, and all financial requests must bear the seal of the Local requesting aid.

(C) It shall require a two-thirds (2/3) majority vote of the assembly to overrule the recommendation of the Finance Committee.

(D) All requests for financial aid outside the Michiana District shall bear the seal of the Local requesting such donation and shall come through the International Office, except regions in which appeal is made to the Local, this appeal may come through the Regional Director. The standard sum for any donation outside of the UAW-CIO, and the Michiana District shall be limited to \$10.00.

(E) All financial donations over \$25.00 shall require a two-thirds (2/3) majority affirmative vote of the assembly to concur.

(F) All Officers, Delegations, and Committees required to perform services of this Local Union that necessitate travel from City of South Bend to other points, and provided that such travel is in privately owned vehicles, shall be required to take out Personal Traveling Insurance to cover amply such time spent in travel. The cost of such Insurance shall be borne by this Local Union, but

it is understood that in all instances each individual shall assume the responsibility of securing his or her own policy.

*Section 12.*

Sick and Relief Committee shall be composed of two (2) from each plant bargaining division, and shall be appointed by the Divisional Representative immediately following the annual election of Officers. They shall serve for a period of one (1) year.

(A) A revolving fund of (upto the body) is to be set up to meet such expenses as may be necessary, then an itemized monthly report backed by the bills is to be presented to the body. This fund will be replenished according to the approval of the report by the body.

(B) The duties of the Sick and Relief Committee shall be:

1. To receive from the Financial Secretary and Stewards of Departments, any report of members who may be sick or in distress circumstances.
2. To call upon such members in their homes or sick rooms, investigate their economic status, and to report to the Union, or Executive Board, cases of distress.
3. To devise ways, and means of obtaining funds and goods to be used for relief of distress caused by sickness or physical disability.
4. To use their best efforts to fairly apportion among the more needy cases, such cash or commodities as they may receive from any source.
5. To render a full and complete accounting of all money, goods and etc., received and the disposition of same in a monthly report to the body.
6. To perform such other duties as may be assigned to them from time to time.

## *Article XII* **BUSINESS AGENT**

### *Section 1.*

In the event that the membership of this Local Union shall deem it necessary to employ a business agent, it shall require a referendum vote of the entire membership to decide whether the Union shall employ such an Officer.

### *Section 2.*

If the membership decides by a referendum vote to have a business agent, then nominations shall follow at the next regular meeting of the Local Union. Election is to be held the week following the nomination.

### *Section 3.*

If a business agent is elected, he shall not hold any other elected office in this Local Union during his tenure as business agent.

### *Section 4.*

A business agent shall at all times work under the direction of the body through the President and the Executive Board of this Local Union.

## *Article XIII* **SALARIES**

### *Section 1.*

Officers shall receive such stated monthly expense or salary as the membership may decide upon from time to time.

### *Section 2.*

All committees, stewards and officials losing time on official union business, shall be paid for their lost time equal to his or her shop earning rate. When the shop is not operating, there shall be no time turned in unless authorized by the body.

(A) Anyone entitled to lost time checks must present the current week pay stub before receiving check, however, anyone shall be exempt from this procedure when they are on full time Union Business.

*Article XIV*  
**MISCELLANEOUS**

*Section 1.*

The Trustees shall see that all funds in excess of \$700.00 are deposited in banks, not to exceed \$5,000.00 in any one bank, subject to an order signed by the President and Treasurer, and approved by the assembly at a regular or special called meeting, and they shall perform such other duties as the Local Union from time to time direct.

(A) The trustees shall see that the records of the financial officers of this Local Union are audited at least once a year by a Certified Public Accountant.

(B) The Trustees shall make an annual inventory report of real estate and personal property of this Local Union.

## NOTES

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# **CONTRACT**

**Covering Agreement  
Between**

**East Moline Works  
INTERNATIONAL  
HARVESTER COMPANY**

**and**

**LOCAL No. 104  
U. F. E. W. A., C. I. O.**

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## 1. AGREEMENT.

This agreement made and entered into this 11th day of May, 1942, by and between the Farm Equipment Workers Organizing Committee, Local 104, of the United Farm Equipment Workers of America (affiliated with the C. I. O.) or its successor (hereinafter referred to as the "Union") and the East Moline Works of the International Harvester Company (hereinafter referred to as the "Company").

WITNESSETH: That for the purpose of facilitating the peaceful adjustment of grievances, complaints or disputes which may arise from time to time between the Company and its employees, the parties hereto agree with each other, as follows:

## 2. SCOPE OF AGREEMENT.

It is agreed and understood between the Union and the Company that this agreement is limited to and embraces only such matters as are specifically set forth in the agreement, and that all other matters shall be subject to further negotiations.

### **3. UNION-MANAGEMENT RELATIONSHIP.**

#### **(1) Mutual Pledge of Union-Company Cooperation for Maximum Production to Win the War.**

The International Harvester Company and the Union, in recognition of the need and possibilities of increased production through creative cooperation, mutually agree to cooperate fully for harmonious relations, efficient shop discipline, and maximum production.

The Union recognizes the established rights, responsibilities and values of management, and the specific rights of management to hire and discharge its employees and to direct the working force subject to the grievance procedure as provided in this contract.

The Union agrees not to coerce or intimidate any employee into joining the Union, and will discipline any member who is guilty of such coercion or intimidation.

The Union agrees further that it will not solicit Union members or carry on other Union activities in the Plant on Company time or in such manner as to interfere with the efficient operations of the Plant.

The Company recognizes the established

rights, responsibilities and values of the Union and has no objection to its employees becoming members of the certified Union, responsible in conjunction with the Company for making and keeping this contract. The Company specifically will not tolerate, on the part of its representatives, any discrimination or activity whatever against the Union, and will discipline any employee, who, on Company time, carries on anti-Union activity or who seeks, directly or indirectly, to interfere with the status, membership, or responsibilities of the certified Union.

In recognition of the national agreement between management and labor for the peaceful settlement of all disputes, and of the reciprocal guarantee of no lock-outs, strikes, or slow-downs, and in order to promote maximum production for total war, these Union-management relations shall continue for the life of this contract.

(2) **Union Recognition.** The International Harvester Company recognizes and will deal with the Union as the sole and exclusive collective bargaining agency for the employees of the Plant during the life of this agreement for the purposes of collective bargaining in respect to wages, rates of pay, hours of employment, and other conditions of employment.

(3) **Membership in Union.** All employees who are now members of the Union

in good standing or who may in the future become members will be required as a condition of employment with the Company to maintain their membership in good standing during the life of this contract;

Provided, that this provision shall not apply until the National War Labor Board has certified to the Company in writing that a majority of the members of the local union who are employees of the Company have voted affirmatively on this specific issue by secret ballot in a referendum conducted under the auspices of the Board subsequent to the signing of this contract.

The procedure for conducting the referendum under the auspices of the Board shall include:

1. Due notice as to time and place of voting.
2. A clear and unequivocal statement of the single issue to be voted upon set forth on a ballot prepared by the Board.
3. The protection of the secret ballot process.
4. A certification reviewed and approved by a representative of the Board of the list of eligible voters, in order to make certain that all employees of the Company who are members in good standing in accordance with the constitution and by-laws of the Union and only such members are given an opportunity to vote.

Any individual employee who has been declared to be not in good standing by the Union shall be entitled to appeal and review in accordance with the provisions of the constitution of the Union.

(4) **Disputes.** If any dispute arises under this article, it shall be settled in accordance with the provisions of the grievance machinery article of this contract, or if not so settled it shall be finally determined by an arbitrator approved by the parties or designated by the National War Labor Board.

#### 4. BARGAINING UNIT.

The unit recognized as appropriate for purposes of collective bargaining and represented by the Union is as follows:

All production and maintenance employees at the East Moline Works of the Company, excluding:

1. Salaried employees.
2. Supervisory employees on hourly rates above the rank of working group leaders.
3. Factory clerical employees.
4. Office clerical employees.
5. Indentured apprentices.
6. Student executives.
7. Fire and watch employees (except production and maintenance employees who act as volunteer firemen).

8. Pattern makers and pattern maker apprentices.

5. NO DISCRIMINATION.

The Company shall not discriminate against any person because of race, (sex), political or religious affiliation or nationality except as directed by the Government during the war emergency.

6. GRIEVANCE PROCEDURE.

Section 1. Should grievances arise between the Company and the Union or employees as to the meaning and application of the provisions of this contract, or as to the compliance of either party with any of its obligations hereunder, or should there be any complaint or grievance by any employee or the Union or the Company, there shall be no suspension or interruption of work on account of such grievances, while some such procedure of the Federal Government as is mentioned in step 5 below exists for the peaceful settlement of such grievances which shall be disposed of as provided below:

1. Between the employee concerned or the Union steward and the foreman.
2. Between the shop grievance committee of the Union and a committee designated by the Superintendent of the Works.
3. Between the shop grievance commit-

tee of the Union and the Superintendent of the Works.

4. Between representatives designated by the Union and representatives designated by the executives of the Company.
5. In accordance with the Executive Order of the President of the United States of America (No. 9017) signed January 12, 1942, the Company and the Union agree that all labor disputes in this Plant shall be settled by peaceful means and that for the duration of hostilities there shall be no strikes or lock-outs. The procedure for adjusting and settling labor disputes as provided in the President's Executive Order shall be followed by the parties by diligent application of the grievance machinery provided in this contract. If, however, a dispute has not been settled after steps thus provided here have been exhausted, then, in order fairly to protect the interests of all concerned, it shall be submitted to binding arbitration if the Company and the Union agree, with the National War Labor Board naming the arbitrator, where he cannot be named by agreement, or, if not

thus handled, then the U. S. Conciliation Service of the Department of Labor shall be notified and the procedure of the Federal Government followed.

Section 2. The Union's shop grievance committee shall meet weekly with the committee designated by the Superintendent. It shall also meet weekly with the Superintendent. Whenever either party is unable to meet at a time regularly scheduled, the meeting shall be advanced or postponed according to mutual agreement. Diligent efforts shall be made to settle all grievances within thirty (30) days after presentation to the management.

Section 3. Union representatives shall be afforded such time off as may be required for the performance of their duties as such representatives, namely:

1. To attend regularly scheduled meetings.
2. To attend meetings pertaining to discharges and other matters which cannot reasonably be delayed until the time of the next regular meeting.
3. To visit the departments wherein they have legitimate business as labor representatives. Before leaving his or her place each representative shall give notice to his

or her foreman, or other person designated for that purpose by the Superintendent.

Whenever the Management requests a Union representative to leave his job and confer upon Union matters, such representative shall not lose pay for the time so spent. In case such representative works on the second or third shift and the Management requests him to confer at an hour which requires him to make a special trip to the Plant, he shall be compensated at his usual rate for the time so spent.

#### Section 4.

1. Union representatives who are employees of the Company shall not lose pay during the time spent in handling grievances within the Plant.

2. Rules and regulations governing the handling of all grievances and the administration of all grievance machinery in relation to clause one above shall be negotiated between the parties within two weeks from the date of this Order or as extended upon request of both parties.

In the event that the parties are unable to reach agreement on all questions at issue in said negotiations on grievance procedure the unresolved questions shall be submitted to the War Labor Board for final determination.

3. The parties, being unable to agree

upon the rules and regulations governing the administration of all grievance machinery in relation to clause one above within the time limit prescribed in the Order of the War Labor Board, in accordance with the Order hereby submit the unresolved questions to the War Labor Board for immediate and final determination. Within ten days of the signing of this contract each party shall notify the Board in writing of its contentions with respect to the unresolved questions. Suitable paragraphs containing the rules and regulations as determined by the Board shall be incorporated in a supplement to this contract and shall become a part hereof.

## 7. SUSPENSION AND DISCHARGE CASES.

In the event an employee shall be suspended or discharged from employment and believes he has been unjustly dealt with, such suspension or discharge shall constitute a case to be handled in accordance with the method of adjustment of differences herein provided. Should it be decided under the rules of this contract that an injustice has been done with regard to the employee's suspension or discharge, the Company agrees to reinstate him and pay full compensation at his prevailing rate for the time lost.

The Company must be notified of a claim of wrongful suspension or discharge within three (3) working days after same occurs and the case shall be taken up promptly and diligent efforts made to dispose of it within five (5) working days.

Upon being notified of his discharge or suspension it shall be the duty of the employee to leave his department and go to the Plant employment office. The employee's shop steward or other available Union representative shall be notified immediately and given the opportunity to review such case with the employee and others before the records in the employment department are closed. The wages of the employee shall cease at the time of his suspension or discharge, excepting in cases where it is determined later that the Company's action was not warranted.

## 8. FUNCTIONS OF MANAGEMENT.

It is agreed that the Company has the right to direct generally the work of the employees and to hire, discharge or suspend employees for good cause and also to promote employees, demote them, or transfer them for proper cause, to assign them to shifts with due regard to seniority, determine the amount of work needed, and to lay them off because of lack of work, in accordance with the provisions herein. However, no employee shall be discharged by the

Company except for cause, and none of the foregoing shall be used for the purpose of discrimination.

To enable the Company to keep its products abreast of scientific and technical advances, it is agreed that the Company may from time to time, and without reference to the rules of seniority set out in this contract, hire, transfer, teach and assign duties to a small number, such number to be mutually agreed upon between the Company and the Union, of technical men or others who, in the opinion of the Company, may be qualified to accomplish that purpose. It is understood that employees hired or designated to carry out this purpose shall not displace any employee of longer service on the seniority list.

#### 9. INDIVIDUAL OR GROUP WAGE RATES.

The Union agrees that the present system of determining hourly rates and piece-work rates, other than minimum rates, shall remain in effect, and such hourly rates and piece-work rates as now prevail shall remain in effect except as elsewhere provided in this contract. The Company will recognize representatives appointed by the Union and discuss with these representatives such hourly rates and piece-work rates, and also discuss with these representatives the methods of setting new rates.

Where inequalities are alleged to prevail in individual or group wage rates within the operations covered hereby, the matter may be taken up through the Union representatives for adjustment and settlement under the procedure herein provided.

Section 2. The wage provisions of this contract as hereinbefore provided shall be modified as follows:

1. As of January 15, 1942, each employee shall receive an increase in wages of four and one-half ( $4\frac{1}{2}$ ) cents per hour.
2. The minimum or starting rate for male and female employees shall be increased four and one-half ( $4\frac{1}{2}$ ) cents per hour, retroactive as of January 15, 1942,
3. Wages shall be subject to review six (6) months from January 15, 1942, upon thirty (30) days' notice in writing by either party. Thereafter, wages shall be subject to review each three (3) months, upon thirty (30) days' notice by either party.

#### 10. WAGE ALLOWANCES.

Section 1. As far as possible, proper allowance shall be made in establishing piecework prices or set-up prices to permit machine operators to keep machine tools reasonably clean. It shall then be the re-

sponsibility of the operator to perform such duties.

Section 2. When an employee is assigned to a new or different job he will be informed in advance of the piece-work price, day-work rate or allowance to be paid for such job.

Section 3. When a piece worker, because of his ability and experience, is taken from his regular job to instruct a new operator or to try out a new machine, fixture, or other equipment, or to perform some similar service, he will be paid his average piece-work earnings for the time involved.

Section 4. When an employee experiences hard stock, machine or tool trouble, or similar handicaps over which he has no control and because of such delays, his production is curtailed, he shall be paid his average piece-work earnings for the time involved, provided the foreman is immediately notified of the trouble. However, if the employee is waiting for, or chasing or trucking stock, or if there is a complete cessation of production for any reason, he shall be paid his day-work rate for the time involved, provided the foreman is immediately notified of the trouble.

#### 11. PENALTY TIME FOR SATURDAY AND SUNDAY SWING SHIFTS.

In order that war production machinery may be worked in continuous operation 24

hours per day around-the-clock, seven days a week up to a maximum of 168 hours a week, it is agreed that whenever such operations are undertaken, the following principles shall govern:

1. There shall be no overtime pay for Saturdays, Sundays, or holidays, as such.

2. Time and one-half shall be paid for work beyond eight hours a day or forty hours a week.

3. The work shifts shall be so arranged that every worker will have at least one day's rest in seven, except in cases of emergency. If the emergency requires him to work the seventh consecutive day, he shall be paid at the penalty rate of double time. The starting days of such shifts shall be so rotated that Saturday and Sunday work shall be shared equally.

4. The penalty rates as provided in this article shall be applied for the duration of the war whenever a schedule of continuous operation on a twenty-four-hour, seven-day-week basis is adopted for the manufacture of any of the Company's products, irrespective of their classification as defense or non-defense products.

5. The foregoing provisions do not contemplate changing existing practices with respect to scheduling shifts on continuous operations, which have in the past been customarily operated on a rotating basis.

6. Swing - shift schedule arrangements in accordance with the aforementioned principles shall be worked out in negotiations between the parties.

If the parties fail to reach an agreement on swing-shift schedules within two weeks after the signing of this contract the problem shall be referred to the grievance machinery of the contract, and if necessary to the War Labor Board for final determination.

## 12. HOURS OF WORK, OVERTIME AND HOLIDAYS.

With respect to hours of work, overtime and holidays, not covered by the preceding article (Article 11) the Company agrees as follows:

1. Regular manufacturing operations shall be confined to five (5) consecutive eight-hour days, Monday to Friday, inclusive, except that this shall not apply to Power House or Fire and Watch Departments which are continuous operations.

2. Hourly-paid and piece-work employees covered by this contract shall have two consecutive "off-duty" days in each week and shall be paid time and one-half for the first off-duty day and double time for the second off-duty day.

3. Time and one-half shall be paid for all work done on legal holidays for continuous trick operations, and double time for

emergency work on such holidays. Legal holidays for the purpose of this contract are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. A legal holiday shall consist of twenty-four consecutive hours, commencing with 12:01 a. m. of such legal holiday.

4. Time and one-half shall be paid to hourly-paid and piece-work employees for all hours worked in excess of eight (8) hours in any one day. A day shall consist of twenty-four (24) consecutive hours from the time an employee begins the shift in which the work is performed. No employee will be paid overtime twice for the same hours and no day-shift employee shall be paid overtime and night premium for the same hours.

5. A minimum of two hours' pay will be provided for an employee called in to do emergency work. If the emergency work does not require the full two hours, it shall be the employee's prerogative to go home and be paid for two hours or the Company will provide a minimum of four hours' work for him.

6. An employee who reports for duty and is sent home because of no work shall be paid for two (2) hours' time at his day-work rate, unless he has been previously notified not to report for duty. If possible,

other work may be arranged and, if so, shall be sufficient to keep the employee occupied for at least the first half of the shift.

### 13. SECOND AND THIRD SHIFTS.

All hourly-paid and piece-work employees operating on the second and third shifts are to receive ten (10) percent over and above their hourly rates or earnings in their respective classifications.

### 14. SENIORITY.

Section 1. In cases of increase or decrease of forces, where an employee is capable of doing the job, length of continuous service shall govern.

Section 2. In determining an employee's length of service for seniority purposes, computation will begin on the date the employee began work and no deductions will be made for lost time due to any reason; however,

Continuity of service shall be broken when:

- a. An employee voluntarily leaves the Company's employ.
- b. An employee is discharged for cause and the decision is not reversed under provisions of Article 6 herein.
- c. Due to layoff because of no work of an employee on the probationary list a period of more than twelve (12) months has elapsed since the

employee last worked for the Company.

- d. Due to layoff because of no work of an employee on the seniority list, a period of more than three (3) years has elapsed since the employee last worked for the Company.
- e. An employee, who has been laid off because of no work fails to report, when recalled, within a period of five (5) working days. This five (5) day period may be waived providing a reasonable and satisfactory explanation is given for not reporting, but in every case the employee must report within fifteen (15) working days.
- f. An employee fails to report for work at termination of a leave of absence or furlough.
- g. Before new employees are hired, the Management will give consideration to recalling longer service employees whose service is broken during the life of this agreement under the operation of (d) above.

### Section 3.

- a. The method set forth in this contract for computing length of service for seniority purposes shall be considered to apply retro-

actively, except that in the cases of those employees having service at other plants of the Harvester Company who started to work at East Moline Works on and after January 1, 1938; in all such cases seniority shall be computed from the last date of hire at East Moline Works.

- b. Employees having less than six (6) months of service shall be considered probationary employees and will have no seniority rights, but when such rights are acquired, service will date from the day the employee began work, subject to provisions determining length of service as defined herein.
- c. Employees having six (6) months of service and less than twelve (12) months of service shall be placed on their departmental seniority list.

Employees having twelve (12) months or more of service shall be placed on the plant-wide seniority list.

#### Section 4.

- a. When it becomes necessary to decrease the force in any department, all probationary employees shall be the first to be laid off. Should further reductions in force

become necessary employees having six (6) months or more, but less than twelve (12) months of service, shall be laid off on a departmental basis. A longer service employee may replace a shorter service employee if he is capable of performing the work of the shorter service employee.

- b. If layoffs are still necessary, the same shall be applied in the following manner:

An employee on the plant-wide seniority list will be transferred to replace a shorter service employee provided such employee is capable of doing the work of the shorter service employee. The matter of such transfers will be further negotiated at the Works.

Section 5. At each layoff, or recall following layoff, the Company may designate certain individual employees whose services are required under the special circumstances then existing. Such employees may be retained in, or recalled to service, regardless of their seniority. No such designation shall become effective until approved by the Superintendent upon agreement with the Union. The fact that an employee has been so designated shall not affect his regular seniority standing and he shall resume the same

as soon as the special reasons in his case cease to exist.

Section 6. Employees whose services are to be terminated because of reduced manufacturing schedules will be given as much advance notice as possible, such notice not to be less than three (3) days, excepting in cases where the Government orders manufacturing operations reduced or discontinued on less than three (3) days' notice.

Section 7. It is agreed that a number (not to exceed 60) of the officers, committeemen, and representatives of the Union shall be accorded a preferred seniority status, subject to provisions hereinafter stated. In the event the working force exceeds 3,000, the number of officers, committeemen and representatives of the Union who shall have preferred service status may be increased by mutual consent of the parties.

The right to designate the persons who shall have such preferred seniority status shall be vested in the Union, provided that the list at all times shall include only employees in office and whose services are reasonably necessary for the conduct of the Union's business. Whenever the Union desires to substitute another person for one then having preferred seniority it shall notify the Company in writing and thereafter the person whose preferred seniority has

ceased shall resume his regular seniority. Preferred seniority status, for those other than Union officers and grievance committee members, shall be restricted to the department wherein the designated employee is regularly employed.

## 15. VACATIONS.

Vacations for hourly-paid and piecework employees covered by this contract shall be in accordance with the Harvester Vacation Plan for Factory Employees. Said Plan is now liberalized in the following respects:

1. Effective January 1, 1942, all employees who shall have established prior to July the first of each year a record of one year or more of continuous service, and who also have a record of regular attendance during the preceding calendar year, shall be entitled to vacations with pay during the current calendar year.

The vacation will be one week for employees with a service record of one year and less than five years, and two weeks for employees with a service record of five years or more. Employees' records of continuous service and regular attendance will be determined ac-

cording to the rules in Articles III and IV of the Vacation Plan.

2. Special consideration may be given in the case of an employee absent on account of physical disability caused by sickness or injury while on or off duty without discrimination.
3. Piece workers or employees working on a similar basis will receive as vacation pay their average hourly earning rate for the four-week period preceding the last week worked (excluding overtime, time spent at hourly rate, and time spent on work to which the employee has been temporarily transferred if his rate is less than on his regular job) multiplied by the number of hours normally worked by them per day or week.
4. Hourly pay workers will receive as vacation pay their hourly rate in effect at the time of vacation, multiplied by the number of hours normally worked by them per day or week (excluding overtime, and time spent on work to which the employee has been temporarily transferred, if his rate is less than on his regular job).
5. Vacation pay may be drawn in ad-

vance on the day preceding the employee's vacation. Wages earned during the last week worked will be paid on the first regular pay day following the vacation.

6. Vacation money will be paid to employees who have left the employment of the Company, or are off duty on account of illness, or to the wife or family of a deceased employee where such employees have earned a vacation during the prior year.

## 16. NATIONAL AND LOCAL ELECTIONS.

Employees shall be allowed such time off (without compensation) to vote as necessary in any national or local election.

## 17. APPRENTICES.

The employment of indentured apprentices shall be limited to ten (10) percent of the total number of employees within any one of the skilled trades. Indentured apprentices are exempt from the seniority provisions of this contract.

When apprentices are removed from the apprentice course for any reason, including graduation, and given other employment in the Plant, they shall be given credit for the time they have spent in the apprentice course for seniority purposes.

The Company will keep the Union informed of the identity of apprentices.

#### 18. MILITARY SERVICE.

The Company agrees that employees who, subsequent to May 1, 1940, and prior to January 1, 1943, enter upon active service in the land or naval forces of the United States (whether through the Selective Training and Service Act, Public Resolution No. 96, regular enlistment, volunteering, or other means) will be reimbursed for not less than one (1) year's premium on \$2,000 of National Service Life Insurance. If any such employees have served in the military or naval forces for a period of more than one (1) year, prior to January 1, 1943, they will also be reimbursed for the premium of such \$2,000 of National Service Life Insurance for such additional period.

Proof of the payment of premiums by the employee will be required, and it is expected that application for reimbursement will be made within sixty (60) days after discharge from the military or naval services.

The Company further agrees that each employee above referred to (other than one who held a temporary position at the time of leaving) shall be restored to his former position, or one of like seniority, status, and pay, insofar as possible to do so: Provided such employee,

1. Has received an honorable discharge or a certificate to the effect that he has satisfactorily completed the period of service required of him.

2. Is still qualified to perform the duties of such position, and

3. Makes application for reemployment within sixty (60) days after being relieved from his active duty or service.

Every such employee who is restored to his position shall be considered as having been on a furlough or leave of absence during his period of training and service. He shall not lose seniority because of such absence and for the purpose of determining his future seniority status, such period of training and service shall be added to his record of service with the Company. Employees so restored will be entitled to participate in any benefits offered by the Company which are applicable to employees on furlough or leave of absence. Any such participation shall be in accordance with the rules and regulations in effect at the time such employees were inducted into military service.

#### 19. JURY SERVICE.

Hourly workers and piece workers shall be permitted to work part time outside their regular jury service if the nature of their work is such as will permit this practice. Such employees shall be paid their regular

wages for such time actually worked. During the time employees are absent on jury duty, the Company will make up to them the difference, if any, between the jury pay and their regular compensation from the Company.

## 20. FURLOUGHS AND LEAVES OF ABSENCE.

Section 1. A furlough, except as otherwise provided herein, shall be understood to mean an absence from work, requested by the employee and consented to by the Management, covering an agreed period of time and for such reasons as: settlement of an estate, serious illness or death of a member of the family, an extended trip, etc., but furloughs shall not be granted to accept other employment of any kind. The Company agrees to grant furloughs for the above named reasons, if it is practical to do so.

Section 2. When an employee requests a leave of absence for the purpose of accepting employment of any nature elsewhere, the following rules shall govern:

- (a) Permission will be denied if the employee is working on a schedule of four (4) days or more per week unless otherwise agreed upon between the Company and the Union; however,
- (b) Consideration will be given if the

employee is working less than four (4) days per week, and, if granted, shall be classified as a layoff, and be subject to all rules and regulations governing laid-off employees.

Section 3. For the purpose of facilitating the affairs of the International Union and of Local No. 104, the Company shall upon the written request of the Union, grant extended leaves of absence, without pay, to a number, to be mutually agreed upon. Such members during such leaves of absence shall retain all seniority and service rights as though employed by the Company. Absences under this provision shall not exceed one year, and such leaves of absence for the same purpose shall upon request be renewed from time to time by the Superintendent within the period of this contract.

## 21. STRIKES AND LOCKOUTS.

Section 1. There shall be no strikes and slow-downs, or other interruptions of production during the life of this agreement. The Union agrees to do all in its power to discourage and prevent such interruptions, and agrees that the Company has the right to take appropriate disciplinary action against any employees participating in or responsible for such interruptions. Any complaint as to the appropriateness of the disciplinary action taken by the Company

in such cases, shall be taken up through the grievance procedure set up herein.

Section 2. The Company agrees that it will not engage in any lockouts of employees during the life of this agreement.

## 22. RULES, REGULATIONS AND INSTRUCTIONS.

The employee shall make out his own time card or folder daily, showing in detail each job he has worked on and the amount of his daily earnings. Those who are unable to make out their time cards for any reason are privileged to seek assistance.

There shall be no change made on the employee's time card or folder without his knowledge. Allowances, authorized by the foreman, are to be entered daily and the time card or folder shall be kept in an accessible place for employee reference.

In no case shall permanent piece-work prices be established until the method of manufacture and the quality and quantity of production have been satisfactorily determined, which should be done without undue delay.

All time studies for the purpose of establishing or changing piece-work prices shall be made with the knowledge of the employee affected, and all such studies shall take into consideration all details of the complete operation.

When piece-work prices have been def-

initely established they shall remain in effect unless subsequent developments, such as general wage adjustment, errors in setting prices, changes in specifications, methods of equipment, justify revision.

On heavy or hot work, all time studies shall be taken for such periods as will insure proper allowance for fatigue.

For the sole use of the Union, the Company will erect and maintain a suitable number of bulletin boards throughout the Plant. The locations of the same, as well as their number and size, shall be mutually determined. Such boards may be used for the purpose of disseminating information concerning meetings, elections, social events and other affairs of general interest. Under no circumstances may they be used for advertising, for political matter, for distributing pamphlets or circulars or for propaganda of any sort. No matter shall be posted until it has been submitted and approved by the Superintendent or some person designated by him for that purpose.

The superintendent, assistant superintendents, foremen, assistant foremen, time study men, administrative office employees, and salaried employees shall, for the purpose of this provision, be considered to be direct representatives of management. Such representatives of management shall not, so long as they continue to have such status,

perform the work of employees covered by this contract.

Time spent by Union representatives in negotiating labor contracts with the management, attending meetings, or otherwise carrying on duties of Union representatives as permitted by management, will be counted as time worked in computing service and attendance records under regulations of the Company's Vacation Plan and Extra Compensation Plan.

Union representatives shall be given the opportunity to review all contemplated cases of layoff before such layoffs are made effective.

The Company shall continue to use its best efforts to keep the production of work parts, tools, dies and fixtures in the Plant insofar as practical and efficient to do so. When necessary to deviate from this practice the Union will be informed of the reason when requested by the Union.

When a job or operation is moved from one department to another within the Plant, and is not otherwise altered, the employee holding such job shall have the privilege of transferring with the job, subject to the seniority provisions set forth in Article 14 of this contract.

The Company will allow a fifteen-minute lunch period without loss of pay for an employee engaged in one of the three shifts of

the twenty-four hour schedule where in the judgment of the management the machine or equipment must be shut down to permit a lunch period for him.

Whenever a physical examination or laboratory test has been made by physicians acting for the Company, a report thereof will be given the personal physician of the employee involved upon the written request of such employee and his personal physician.

The Company will furnish to the Union committee every six (6) months an up-to-date plant-wide seniority list, and will post a department seniority list in each department every three (3) months.

Employees transferred to departments other than the one in which they were regularly employed will upon request, be re-transferred to their original department, providing their seniority entitles them to transfer.

Blueprints and gauges should at all times control production requirements. When changes are decided upon, the blueprints and gauges should be corrected immediately. Any deviation from the standards so established must be authorized in writing by the Inspection Department.

The Company agrees that in cases of overtime, in any department, the overtime will be equitably divided among the em-

employees in the department; however, employees must be qualified to do the work required.

All grievances presented by the Union grievance committee to the Management in writing shall be answered in writing by them on forms furnished by the Union.

The Company agrees to continue to furnish healthful working conditions at all times and to provide adequate and modern devices with regard to safety and sanitation. Whatever machinery and equipment the Company furnishes shall meet with all required legal standards of safety and sanitation. Any recommendations of complaints under this article will be the subject of negotiations under the procedure provided for in this agreement.

It is further agreed that the Union shall have equal representation with the Company on the Company's safety and sanitation committee. The Union agrees that it will endeavor to have its members observe all safety rules.

## 23. RIGHT TO AMEND AND SUPPLEMENT.

The parties hereto reserve the right to amend and supplement this contract by mutual agreement at any time during the duration thereof.

## 24. DURATION OF CONTRACT.

This contract shall remain in full force and effect for the duration of the hostilities in the war in which the United States is now engaged but not less than one year and thereafter until 30 days shall have elapsed following the giving of written notice by one party to the other of a desire for changes, or termination. In the event that a notice is given of a desire for changes, the contract shall remain in full force and effect until a new agreement is negotiated and signed, but not beyond an additional 60 days.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

INTERNATIONAL HARVESTER COMPANY, EAST MOLINE WORKS

By C. C. Calkins, Superintendent.

By M. H. Slater.

FARM EQUIPMENT WORKERS ORGANIZING COMMITTEE, LOCAL 104, OF THE UNITED FARM EQUIPMENT WORKERS OF AMERICA, AFFILIATED WITH THE

C. I. O.

By Arvid M. Sheets, Pres.

Lyle Davis, Vice Pres.

John T. Watkins,

Chairman Grievance Committee.

Burton C. Foster,

Roy Turner,

Grievance Committee.

## SUPPLEMENT TO CONTRACT

Under date of May 11, 1942, the Farm Equipment Workers Organizing Committee of the United Farm Equipment Workers of America, affiliated with the Congress of Industrial Organizations and its Local 104, hereinafter referred to as the "Union" and the East Moline Works, International Harvester Company, hereinafter referred to as the "Company," entered into a collective bargaining contract.

By Section 4 of Article VI of said contract the parties agreed to submit to the National War Labor Board for determination a question concerning rules and regulations to govern the payment of union representatives for time spent in handling grievances within the plant.

The Board having sent Theodore W. Kheel, Esq., its Assistant Executive Secretary to Chicago to conduct meetings and to aid the parties in reaching an agreement and such agreement having been reached on June 1, 1942: Now, therefore, the undersigned parties hereby agree as follows:

1. Grievance Committee members shall not lose pay for time spent within their regularly scheduled working hours in handling grievances within the plant.

Grievance Committee members shall be paid for all time spent in

meetings with the management in handling grievances within the plant.

Stewards shall not lose pay in handling grievances within the plant during their regular working hours but shall be paid for time outside their regular scheduled working hours only when called in by mutual agreement of the Grievance Committee and the management.

2. Whenever the Company or the Union considers that abuses exist with respect to the amount or use of such time the subject shall constitute a "difference" to be settled in accordance with the procedure set up in the article entitled "Grievance Procedure."
3. The number of persons which the Union may designate who shall be paid to handle grievances shall be equal to the number who have preferred seniority as agreed upon by the parties.
4. Pay for Union representatives shall be limited to the handling of grievances within the plant.
5. The Union representatives shall be paid at his average earning rate equal to the average wages he

would have earned if he had worked.

The foregoing shall constitute the rules and regulations referred to in said Article VI and shall be applied in the same manner as if incorporated in said contract of May 11, 1942.

In witness whereof, the parties hereto have hereunto set their hands and seals this 4th day of June, 1942.

**Farm Equipment Workers Organizing  
Committee of the United Farm Equipment  
Workers of America (affiliated with the**

**C. I. O.) Local 104**

**By ARVID M. SHEET,  
JOHN T. WATKINS.**

**International Harvester Company  
East Moline Works**

**By C. C. CALKINS  
Superintendent.**

**By M. H. SLATER.**





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# AGREEMENT

DATED JULY 8, 1942



## FELTEX CORPORATION

(Fiber Container Division)


Rock Island, Illinois

and

## FARM EQUIPMENT WORKERS'

ORGANIZING COMMITTEE

(C. I. O.)





# AGREEMENT

DATED JULY 8, 1942



**FELTEX CORPORATION**  
(Fiber Container Division)

Rock Island, Ill.

and

**FARM EQUIPMENT WORKERS'**  
**ORGANIZING COMMITTEE**  
(C.I.O.)

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THIS AGREEMENT, made and entered into this 8th day of July, 1942, by and between FELTEX CORPORATION (FIBER CONTAINER DIVISION) U. S. ORDNANCE PROJECT, located at Rock Island, Illinois, hereinafter called the Company, and the FARM EQUIPMENT WORKERS ORGANIZING COMMITTEE, affiliated with the CIO, on behalf of Feltex Local No. 133 of said Farm Equipment Workers Organizing Committee, hereinafter called the Union.

The Company and the Union, in recognition of the need and possibilities of increased production through creative cooperation, mutually agree to co-operate fully for harmonious relations, efficient shop discipline, and maximum production.

## ARTICLE I.

The Company recognizes the Union as the exclusive bargaining representative for all production and maintenance employees, excluding the production manager, shift superintendents, foremen, foreladies, assistant foremen, technicians, office and clerical employees, dispensary nurses, and plant protection guards.

The Union agrees not to coerce or intimidate any employee into joining the Union, and will discipline any member who is guilty of such coercion or intimidation.

The Union further agrees that it will not solicit Union members or carry on other Union activities in the plant on company time or in such manner as to interfere with the efficient operations of the plant.

The management of the Company and the direction of the working force, including the right to plan, direct and control plant operations, hire, suspend or discharge for proper cause or transfer, to release employees from duty for lack of work or for other legitimate reasons, and the right to introduce new or improved production methods or facilities, is vested exclusively in the Company; provided that nothing contained herein shall be used for the purpose of discriminating unfairly against any member of the Union.

The Company recognizes the established rights, responsibilities and values of the Union and has no objection to its employees becoming members of the certified Union, responsible in conjunction with the Company for making and keeping this contract. The Company specifically will not tolerate, on the part of its supervisors, any discrimination against the Union and will discipline any employee, who, on

Company time, carries on anti-union activity in violation of the provisions of this agreement.

In recognition of the national agreement between management and labor for the peaceful settlement of all disputes, and of the reciprocal guarantees of no lockouts, strikes, or slow-downs, and in order to promote maximum production for total war, these Union-management relations shall continue for the life of this contract.

## ARTICLE II.

It is understood and agreed by the parties hereto that under normal conditions the normal work week shall consist of eight hours per day, five days in a week, Monday to Friday, inclusive, but it is further agreed that by reason of the fact that the United States of America is now engaged in war it is impossible, due to the demands for production, to have the normal work week consist of five days from Monday to Friday, inclusive, and therefore so long as a state of war exists in this country, the normal work week of 40 hours for all employees subject to this agreement may be performed from Monday to Sunday, inclusive, provided that hours worked in excess of eight hours per day, Monday to Sunday, inclusive, shall be paid at the rate of time and one-half, and all hours worked in excess of 40 hours per week shall be paid at the rate of time and one-half. Overtime payments shall be made on the basis of either daily or weekly hours worked, but an employee shall not be paid both daily and weekly hours overtime for the same hours worked. A week shall consist of six (6) consecutive days, but there shall be no overtime pay except for hours in excess of eight (8) hours per day or in excess of forty (40) hours per week, Monday to Sunday inclusive.

The Company shall have the right to reduce the hours of work when considered necessary by the Company, or to work more than one shift in any or all departments when considered necessary by the Company.

Any employee called to work, or permitted to come to work without having been notified not to report, shall receive a minimum of two (2) hours' pay at the employee's regular hourly rate, except in cases of labor disputes, or other conditions beyond the control of the Company.

If the employee has started to work and fails to work four hours because of shortage of work not due to a labor dispute or other cause beyond the control of the Company, he shall be paid for four hours. Breakdowns or other emergencies shall not be deemed within the control of the Company, but lack of work due to shortage of material or faulty scheduling of production shall be.

Hours of individual employees may be adjusted by mutual agreement for the convenience of the Company and the particular employee or employees involved.

Nothing herein contained shall be held to guarantee an employee eight hours work per day or 40 hours work per week.

### ARTICLE III.

Seniority as to length of service shall, subject to the period of temporary employment hereinafter referred to, be cumulative from the first day of employment without deductions for layoffs. When conditions warrant an increase or decrease in the number of employees or in the matter of promotions,

the principle of plant-wide seniority shall apply. In applying seniority for layoffs, length of service shall be the sole qualification. Promotions and transfers shall be based upon seniority, ability and qualifications and, ability and qualification being equal, length of service shall prevail. However, all promotions or transfers which the Union feels are unjust or unfair may be made the matter of a grievance at the next regularly scheduled grievance hearing.

New employees shall be deemed to be temporary employees until the employees shall complete 180 hours of work from and after the effective date of their employment and during said period they shall not acquire seniority status. During said period the Company may at its option demote, transfer, lay off or discharge such temporary employees. The Company shall have no obligation to re-employ any temporary employees laid off prior to the expiration of the trial period herein provided.

Temporary employees retained at the expiration of said trial period shall become regular employees and shall be credited with seniority from the effective date of their employment.

Any employee who quits or is discharged for cause, or fails to report for work within forty-eight (48) hours after he is called to work, unless he makes satisfactory arrangements with the Company's employment office, shall lose all seniority and be considered a new employee if ever re-employed.

Employees in any department may be transferred in that department or to any other department. If any employee is transferred to another job on which the regular hourly wage rate is lower than he has been receiving, his rate shall not be reduced until the transfer is permanent. However, in the event

that a transfer has been made permanent and the rate reduced, if the employee is returned within thirty (30) days to his former job he shall be compensated for the loss of pay incurred.

If any employee's services are not required in his regular job, caused by indefinite suspension or abolishment of his job, he shall be transferred to any job for which his seniority and ability qualify him. If his former job is reopened, such employee shall be returned to his former job.

The Company agrees that nothing contained herein shall be used for the purpose of discriminating unfairly against any member of the Union either by the Company or any foreman or superintendent or any other person exercising control.

#### ARTICLE IV.

Any employee who enters the military service of the United States Government during the time that the present state of war exists, shall retain his seniority status and shall be restored to his former position, or one of like seniority status and pay insofar as possible so to do, provided such employee

- (1) Presents to the Company a certificate to the effect that he has satisfactorily completed the period of service required of him;
- (2) Is still qualified to perform the duties of such position, and
- (3) Reports for work within 40 days after being relieved from his active duty or service.

Every such employee who is restored to his position shall be considered as having been on furlough

or leave of absence during his period of active military service, and for the purpose of determining his future seniority status such time shall be added to his record of service with the Company.

## ARTICLE V.

Should differences arise between the Company and an employee, the complaint, subject to the right of any individual employee or group of employees to present at any time grievances directly to their employer in accordance with the provisions of Section 9(a) of the National Labor Relations Act, shall be handled in accordance with the following procedure:

### Grievances Other Than Discharge or Suspension

- (a) If the grievance or complaint affects an individual employee, it shall be taken up by the affected employee, or the steward appointed by the Union in his department, with his foreman.
- (b) If not adjusted with the foreman, it shall next be taken up by the affected employee and the grievance committeeman, with the shift superintendent.
- (c) If not adjusted between the employee, the grievance committeeman and the shift superintendent, it may be taken up by the grievance committee, consisting of three (3) people, with the production manager.
- (d) Failure to reach an agreement through the above procedure, the grievance committee and the production manager shall arrange a joint conference between the designated representative of the Union

and the General Manager of the Company, or somebody fully authorized to represent the General Manager in the matter, who will make every effort to reach a final decision.

- (e) In the event that the matter in dispute still remains undecided, the grievance shall be submitted to arbitration or to such further negotiations or proceedings as may be mutually agreed upon.

### Discharge and Suspension Cases

An employee who claims to have been unjustly suspended or discharged may refer the matter to the Grievance Committee of the Union (set up by the Union), which shall immediately arrange to refer the same to the Company Committee (set up by the Company). Any settlement of such dispute by the two committees shall be accepted by and be binding upon the Company, the Union, and the discharged or suspended employee. If these two committees are unable to arrive at a satisfactory settlement within 48 hours, the matter shall be taken up within a further period of 24 hours directly with the General Manager, or somebody fully authorized to represent the General Manager in the matter, by a duly authorized representative or representatives of the Union, and their decision shall be final. Any discharged or suspended employee who fails to file within 48 hours of his discharge or suspension a protest with either the management or the Grievance Committee, shall forfeit all rights as an employee.

It is understood that employees shall comply with all rules and regulations made by the Company from time to time, and the Company will from time to time post or publish rules currently in effect. Employees shall promptly and efficiently execute the

instructions and orders of foremen or other supervisors incident to the proper and efficient conduct of the business of the Company. If an employee or employees believe a rule, regulation, instruction or order of a foreman or other supervisor is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction of the foreman or supervisor, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in this agreement.

In the event that an employee or employees shall refuse to comply with a Company rule or shall refuse to execute promptly and efficiently an instruction or order of a foreman or other supervisor, the Company shall have the right at its option to suspend or discharge the said employee or employees subject only to the right of the employee or employees to have the suspension or discharge treated as a grievance but such right shall not operate as a stay of the suspension or discharge.

In the event that an employee is restored to duty as a result of his grievance appeal, he shall be entitled to full compensation for time lost, if it is found that he was suspended or discharged by reason of his refusal to comply with a rule, regulation, order or instruction that was unreasonable or unjust or by reason of personal ill will on the part of his foreman or other supervisor, or by reason of his membership in or activity in behalf of the Union, except where such Union activity constitutes a breach of this agreement. If a suspension or discharge is upheld as reasonable or just, the employee or employees affected shall not have pay for the suspended period, and if discharged, the discharge shall be considered as final.

Union representatives who are employees of the Company shall not lose pay during the time spent in handling grievances within the plant. Union representatives shall be afforded such time off as may be required for the performance of their duties as outlined in this agreement and in addition shall be allowed time off for:

- (1) Attending regularly scheduled meetings within the plant between union and management.
- (2) Attending meetings within the plant pertaining to discharges and other matters which cannot reasonably be delayed until the time of the next scheduled grievance meeting.
- (3) Before leaving his or her place each representative shall give notice to his or her foreman and shall wait until a relief can take his or her place which relief shall be provided within 30 minutes.

A designated day shall be set aside each week for a meeting between the Union's grievance committee and the Company's committee.

## ARTICLE VI.

It is further agreed that a leave of absence shall be recognized for a period of 30 days and may be granted by the Company to any employee for such period in any one year, and such leave of absence shall not affect the seniority status of the employee in this agreement provided. Should said employee fail to return to the Company's employ within the previously arranged leave time, he shall forfeit all rights of seniority under this agreement and if re-employed he shall enter as a new employee without any seniority by reason of previous employment

by the company. One leave of absence in 12 consecutive months shall be the rule. However, in the event of emergency this rule, through the mutual agreement of both parties, may be suspended. Provided, however, that any employee accepting employment during a period of leave of absence other than duties as a delegate or officer of the Union shall forfeit all seniority rights under this agreement.

Any member of the Union having been elected to permanent office or as a delegate to any union activity, necessitating temporary leave of absence, shall be granted such leave of absence under the terms of this Article.

#### ARTICLE VII.

Bulletin Boards shall be provided by the Company (one in the men's locker room, one in the women's locker room, and one at the employees' entrance in the plant) where articles of interest to the employees may be posted and where the Union may post notices of union recreational social affairs and notices of union elections, appointments and results of union's elections pertaining to the Company's plant and notices of union meetings and no others.

#### ARTICLE VIII.

The hourly rates of pay for all employees covered by this agreement, and vacations, shall be as follows:

JOB TITLE	180 Hour Trial Period	CENTS PER HOUR		
		After 1 Month Employ- ment	After 4 Months Employ- ment	After 7 Months Employ- ment
Gluer .....	.48	.53	.57	.60
Core Nailer .....	.48	.53	.57	.60
Auto-Seamer .....	.48	.53	.57	.60

new agreement - 70d - 7/11/1910

# **FEMALE—(Continued)**

## **CENTS PER HOUR**

<b>JOB TITLE</b>	<b>180 Hour Trial Period</b>	<b>After 1 Month Employ- ment</b>	<b>After 4 Months Employ- ment</b>	<b>After 7 Months Employ- ment</b>
Sprayer .....	.48	.53	.57	.60
Ringer .....	.48	.53	.57	.60
Cap Assembler ....	.48	.53	.57	.60
Metal and Silicate Assembler .....	.48	.53	.57	.60
Semi-Auto Seamer	.53	.58	.62	.65
<b>MALE</b>				
Shipping Room Laborer .....	.58	.63	.67	.70
Material Handler..	.58	.63	.67	.70
Mixing Room Attendant .....	.58	.63	.67	.70
Stock Clerk .....	.58	.63	.67	.70
* Winder Helper ....	.58	.63	.67	.70
Helper to Skilled Trades .....	.58	.63	.67	.70
Packer .....	.58	.63	.67	.70
Elec. Truck Operator .....	.58	.63	.67	.70
Tube Assembler..	.58	.63	.67	.70
* Tube Cutter .....	.63	.68	.72	.75
Saw Filer .....	.63	.68	.72	.75
Slitter Operator....	.63	.68	.72	.75
Oiler .....	.63	.68	.72	.75
* Winder Operator..	.73	.78	.82	.85
Carpenter-General	.83	.88	.92	.95
Electrician-Plant..	.88	.93	.97	1.00
Welder—Oxy- Acetylene .....	.88	.93	.97	1.00
Millwright .....	.88	.93	.97	1.00
Machinist B .....	.93	.98	1.02	1.05
Machinist A .....	1.08	1.13	1.17	1.20

\* Women on jobs started listed Male

Note 1. Rates indicated above are for Shift No. 1—7 A. M. to 3 P. M. 5 cents per hour bonus to be paid for corresponding work performed on Shift No. 2—3 P. M. to 11 P. M., and Shift No. 3—11 P. M. to 7 A. M.

Note 2. Forty (40) hours shall constitute a regular week's work. All time worked beyond (40) hours in any one week will be compensated at time and one-half.

Note 3. Employees who complete one (1) year's continuous employment without deductions for enforced layoffs will be entitled to a vacation of forty (40) hours at the hourly rate in effect at the time the vacation will have been earned. Due to the uncertainty of increasing production schedule demands, it may not be possible for the company to grant time off for vacations, in which event the employee will forego time off for vacation but in lieu thereof will be given the earned vacation bonus in dollars equivalent to forty (40) hours at the employee's rate in effect at the time the vacation will have been earned.

Note 4. At the discretion of management, an employee, for outstanding performance, may be advanced in the rates for his or her job sooner than the respective time periods shown.

Note 5. Wage rates shown above are subject to review six (6) months from the effective date of this

agreement and every six (6) months thereafter upon thirty (30) days' written notice by either party.

Employees will be paid off at the Plant Gate House at the close of their respective shifts each week as follows:

Shift 2.....	11 P. M. Friday
Shift 3.....	7 A. M. Saturday
Shift 1.....	3 P. M. Saturday

Pay checks will include payment for time worked by an employee up to and including the Saturday previous to pay day.

#### ARTICLE IX.

This Agreement shall be effective for the period of one year and shall be automatically renewed on the expiration date for another period of one year, and subsequently thereafter for like periods unless terminated by written notice from either party to the other at least 60 days before the expiration date in any yearly period of an intention to terminate, or by either party giving the other, 60 days prior to any annual expiration date of this agreement, notice of intention to open up this agreement for any change or changes desired by either party. The party desiring the change or changes shall notify the other party in writing of the change or changes desired, and the parties hereby agree to meet for the purpose of endeavoring to consummate a new agreement.

When reference is made herein to an employee or employees and said employee is referred to as "he" or "his", it is understood and agreed that in all instances both female as well as male employees are referred to unless specific reference is made to either a female or male employee.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Agreement to be executed the day and date first above written.

FELTEX CORPORATION (FIBER CONTAINER  
DIVISION) U. S. ORDNANCE PROJECT

By J. J. KEHOE,  
General Manager.

FARM EQUIPMENT WORKERS ORGANIZING  
COMMITTEE, affiliated with the CIO

ALFRED E. MILLER,  
President,

WILLIAM W. SHIELDS,  
Vice President,

THELMA ABRAMS,  
WILLIAM STRUTZ,  
DON MURPHY,  
SEYMOUR SIPORIN,  
Field Representative.

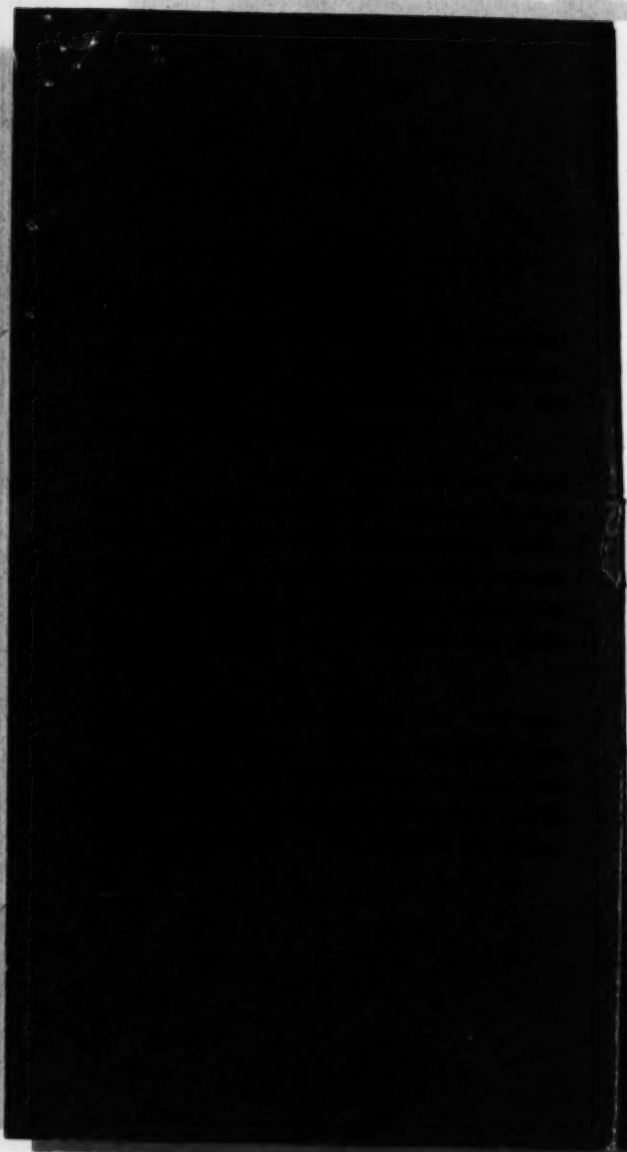


# Agreement

Between  
The United States  
Department of Labor  
and  
American Federation  
of Labor  
The Evansville Metal  
Trade Council  
and their affiliates

For  
Mutual Benefit

Effective as of June 15, 1944



# STANDARD SHIPYARD and BOATYARD AGREEMENT

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## Agreement

This agreement, made and entered into at Evansville, Indiana, this 8th day of June, 1942, by and between THE MISSOURI VALLEY BRIDGE & IRON COMPANY, SHIPBUILDING DIVISION, a joint venture, the party of the first part, hereinafter called the "COMPANY", and

METAL TRADES DEPARTMENT OF THE  
AMERICAN FEDERATION OF LABOR  
AND ITS AFFILIATES,

EVANSVILLE METAL TRADES COUNCIL,

INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON SHIPBUILDERS  
AND HELPERS OF AMERICA,

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS,

INTERNATIONAL UNION OF OPERATING  
ENGINEERS,

INTERNATIONAL HOD CARRIERS,  
BUILDING AND COMMON LABORERS'  
UNION,

INTERNATIONAL ASSOCIATION OF  
MACHINISTS,

METAL POLISHERS INTERNATIONAL  
UNION,

UNITED ASSOCIATION OF PLUMBERS  
& STEAMFITTERS OF THE UNITED  
STATES & CANADA,

SHEET METAL WORKERS INTERNA-  
TIONAL ASSOCIATION,

UNITED BROTHERHOOD OF CARPEN-  
TERS AND JOINERS OF AMERICA,

BROTHERHOOD OF PAINTERS, DECO-  
RATORS AND PAPERHANGERS OF  
AMERICA,

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WARE-  
HOUSEMEN OF AMERICA,

INTERNATIONAL BROTHERHOOD OF  
BLACKSMITHS, DROP FORGERS AND  
HELPERS,

INTERNATIONAL ASSOCIATION OF  
BRIDGE, STRUCTURAL & ORNA-  
MENTAL IRON WORKERS,

all of which unions are affiliated with the  
American Federation of Labor, Parties of  
the Second Part, hereinafter referred to as  
"Unions".

## WITNESSETH

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WHEREAS the parties to this agreement desire to continue and promote harmonious relations between the Company and its employees and to set forth herein the basic agreement covering rates of wages, hours of employment and other conditions of employment;

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties are agreed as follows:

**Sec. 1. RECOGNITION:** The Company recognizes the Unions jointly as the ~~appropriate and exclusive representatives~~ for the purpose of collective bargaining on behalf of all the Company's production and maintenance employees in the city of Evansville, Indiana and Vicinity, excepting those employees regularly on a salaried basis; engineering, office and clerical employees, watchmen and salaried foremen.

It is agreed that all employees of the Company who are now members of the Unions parties to this agreement, or who may hereafter become members and accept the benefits hereof, have an obligation to maintain such membership in good standing. In the event an employee fails to maintain his membership in the Unions as stated, the Company will, upon request by the Unions, call in the employee (with a representative of the Unions) for a conference- with an appropriate official of the Company, who will advise the employee of his obligation. New employees will be

agreement with a copy of this agreement by the Company, upon being, and will be taken in cooperation with the Unions to carry out the obligations of this contract.

The Company also agrees to contact the offices of the Bureau when in need of new employees.

**ART. 1 SCOPE OF AGREEMENT.** This agreement shall apply to all work and activities of the Company, including the construction, reconstruction and repair of ships, boats and marine equipment in connection with the National Defense Program, including vessels to be constructed for the United States Navy, United States Maritime Commission, United States Army, and United States Coast Guard, and for private accounts and for foreign governments, with the approval of the United States Government.

It is understood and agreed that plant maintenance and the repair and installation of machinery equipment and facilities as heretofore performed by the Company's employees, are covered by this agreement, but that new building construction, including installation of new machinery therein, will not be performed by the Company's employees.

**ART. 2 HOURS OF EMPLOYMENT AND OVERTIME PROVISIONS.** Eight (8) hours shall constitute a standard workday, and Monday to Friday inclusive shall constitute a standard work week in all of the Company's operations and activities within the scope of this agreement, including the construction, repair or conversion of vessels. Unless local conditions require other arrangements, which may be made effective by mutual consent of the parties hereto, the

standard workday shall start not earlier than 7:00 o'clock A.M. and not later than 8:00 o'clock, A. M.

Except as otherwise provided herein, overtime at the rate of one and one-half ( $1\frac{1}{2}$ ) times the regular hourly rate of pay shall be paid for all hours worked:

1. In excess of the standard workday or the standard work week;
2. Out of regularly scheduled shift hours;
3. On Saturdays.

Overtime at double the regular hourly rate of pay shall be paid for all hours worked on Sundays and the following holidays:

New Years Day	Labor Day
Decoration Day	Armistice Day
Fourth of July	Thanksgiving Day
	Christmas Day

In the event any of the foregoing holidays fall upon Sunday, the day observed by the State or Nation shall be treated as the holiday.

When private repair work is performed on a "time and material" basis, overtime shall be paid for at double the regular hourly rate of pay for all work in excess of eight (8) hours in any one workday; all work performed on Sundays and the aforementioned holidays; and for all work on Saturday performed after the first four hours.

Where two or three regularly scheduled shifts are working, for the purpose of calculating the overtime provisions that may be applicable to the second or third shifts,

presented with a copy of this agreement by the Company, upon hiring, and will be asked to cooperate with the Unions to carry out the obligations of this contract.

The Company also agrees to contact the offices of the Unions when in need of new employees.

**Sec. 2. SCOPE OF AGREEMENT.** This agreement shall apply to all work and activities of the Company, including the construction, reconstruction and repair of boats, ships and marine equipment in connection with the National Defense Program, including vessels to be constructed for the United States Navy, United States Maritime Commission, United States Army, and United States Coast Guard, and for private account; and for foreign governments, with the approval of the United States Government.

It is understood and agreed that plant maintenance and the repair and installation of machinery, equipment and facilities as heretofore performed by the Company's employees, are covered by this agreement, but that new building construction, including installation of new machinery therein, will not be performed by the Company's employees.

**Sec. 3. HOURS OF EMPLOYMENT AND OVERTIME PROVISIONS.** Eight (8) hours shall constitute a standard workday, and Monday to Friday inclusive shall constitute a standard work week in all of the Company's operations and activities within the scope of this agreement, including the construction, repair or conversion of vessels. Unless local conditions require other arrangements, which may be made effective by mutual consent of the parties hereto, the

standard workday shall start not earlier than 7:00 o'clock A.M. and not later than 8:00 o'clock, A. M.

Except as otherwise provided herein, overtime at the rate of one and one-half ( $1\frac{1}{2}$ ) times the regular hourly rate of pay shall be paid for all hours worked:

1. In excess of the standard workday or the standard work week;
2. Out of regularly scheduled shift hours;
3. On Saturdays.

Overtime at double the regular hourly rate of pay shall be paid for all hours worked on Sundays and the following holidays:

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	Christmas Day

In the event any of the foregoing holidays fall upon Sunday, the day observed by the State or Nation shall be treated as the holiday.

When private repair work is performed on a "time and material" basis, overtime shall be paid for at double the regular hourly rate of pay for all work in excess of eight (8) hours in any one workday; all work performed on Sundays and the aforementioned holidays; and for all work on Saturday performed after the first four hours.

Where two or three regularly scheduled shifts are working, for the purpose of calculating the overtime provisions that may be applicable to the second or third shifts,

the regularly established starting time of the first or day shift shall be recognized as the beginning of the twenty-four (24) hour workday, and the second or third shifts immediately following shall be considered as belonging to that day.

**Sec. 4. SHIFTS.** Shifts will be permitted in all classifications without restrictions; second and third shifts shall consist of a minimum of three (3) consecutive days in any one week.

Shift work in all classifications shall be on the following basis:

**A. WHEN TWO SHIFTS ARE WORKED IN ANY CLASSIFICATION:**

**(1) First or Regular Day Shift—**

An eight (8) hour work period exclusive of lunch period. Pay for a full first shift period shall be a sum equivalent to eight (8) times the regular hourly rate with no premium.

**(2) Second Shift—**

An eight (8) hour work period exclusive of lunch period. Pay for a full second shift period shall be a sum equivalent to eight (8) times the regular hourly rate plus premium.

**B. WHEN THREE SHIFTS ARE WORKED IN ANY CLASSIFICATION:**

**(1) First or Regular Day Shift—**

An eight and one-half (8½) hour period, less thirty (30) minutes for meals on the employee's time. Pay for a full first shift period shall be a sum equivalent to eight (8) times the regular hourly rate with no premium.

**(2) Second Shift—**

An eight (8) hour period, less thirty (30) minutes for meals on employee's time. Pay for a full second shift period shall be a sum equivalent to eight (8) times the regular hourly rate plus premium.

**(3) Third Shift—**

A seven and one-half (7½) hour period, less thirty (30) minutes for meals on the employee's time. Pay for a full third shift period shall be a sum equivalent to eight (8) times the regular hourly rate plus premium.

For the second and third shifts the pay for a full shift period shall be a sum equivalent to eight (8) times the regular hourly rate, to which sum shall be added a premium of forty cents (\$.40) for each full shift. For work on any shift less than the full shift period, pay shall be the corresponding proportionate part of such pay for the full shift period, provided the amount thereof be not less than the minimum pay otherwise provided for herein.

When there is less than one-half ( $\frac{1}{2}$ ) day's work the employee shall be paid for not less than one-half ( $\frac{1}{2}$ ) day.

Employees working until 2:30 P. M. and completing job, or being released by Company before completing job, shall receive pay for a full day. Provided, however, that employees who report for regular duty may leave the premises or be released by the Company due to inclement weather conditions, or other emergency conditions not reasonably controllable, and be paid only for such time as worked.

When an employee is directed by the proper officer of the Company to report for work and does so, he shall be paid a minimum of four (4) hours for work performed, or for time he is required to be available for duty less than four (4) hours.

#### **Sec. 5. WAGES.**

##### **FIRST: Basic Wage Rate for Standard First Class Skilled Mechanics.**

✓ The basic wage rate for all standard first class skilled mechanics employed by the Company in all its work and activities within the scope of this agreement, including the construction, reconstruction and repair of boats, ships and marine equipment in connection with the National Defense Program, including vessels to be constructed for the United States Navy, United States Maritime Commission, United States Army and United States Coast Guard, and for private account, and for foreign governments with the approval of the United States Government, shall be  
|| One Dollar Twelve Cents (\$1.12) per hour, provided that this shall not operate to reduce the present wage of any employee and provided further that the wage scale so established shall not prevent the payment of higher wages to premium men.

Attached hereto and made a part hereof is a copy of the wage schedules, marked "Schedules A."

##### **SECOND: Review Committee.**

There is hereby created for each yard of the Company a joint committee known as the "Review Committee". Said Committee shall be composed of four members, two of whom shall be appointed by and represent the Unions and two of whom shall be appointed by and represent the Company. The

members of said Committee selected by the Unions shall be employees of the Company.

- (a) Who have been in the employ of the Company not less than 1 year;
- (b) Who are in the classification of first class skilled mechanics; and
- (c) Who are employed in the same department as the employee or employees involved.

The members of the said Committee selected by the Company shall be the foreman of the department of the employee or employees involved and the yard superintendent.

The function of said Review Committees shall be to review the eligibility for promotion of employees in the "skilled mechanics" classification and the "learners" classification.

In case of disagreement of the four members of said Committee, a fifth member of the Committee shall be chosen from a list of five names submitted by the Conciliation Service of the U. S. Department of Labor.

### **THIRD: Learners.**

The existing classification of handymen is hereby abolished, and all employees presently classified as handymen are hereby reclassified as learners. This reclassification in no instance shall result in a reduction of wage.

Effective with the first day of the first work-week after the execution of this con-

Req. rate now - 46¢ - M + F

tract, the wage scale for learners shall be as follows:

sect X  
First six months ..... \$.83 per hour  
Second six months ..... .88 per hour  
Third six months ..... .93 per hour  
Fourth six months ..... .98 per hour

The promotion of learners who pursue the course of study and instruction approved by the joint committee provided for in Section XIII of this agreement, shall be automatic at the stated six-months' period, except as to learners whose eligibility for promotion is questioned by either the Company or the Union. In the event the Company or the Union questions or objects to the automatic promotion of any learner, the question of the promotion of such learner shall be reviewed and determined by the said Review Committee.

In cases of learners determined by the Review Committee to be ineligible for promotion, such learners shall be removed from the classification of learner either by discharge or transfer to another classification.

Credit may be given to a new employee with experience elsewhere qualifying him for the classification of learner.

The Company may select helpers and re-classify them as learners provided the Company first gives preference to helpers with one year or more employment with the Company.

#### FOURTH: Skilled Mechanics.

Effective with the first day of the first work week after the execution of this contract, the following changes in wage rates and classification of skilled mechanics shall be made:

(1) All employees now classified as skilled mechanics and receiving \$1.01 per hour shall be advanced to \$1.05 per hour. At the end of 90 days thereafter said employees shall be reviewed by the Review Committee to determine their qualification for promotion to the wage rate of \$1.12 per hour. All such employees not promoted by the Review Committee to the wage rate of \$1.12 per hour may be retained by the Company for another 90-day period and again be reviewed by said Review Committee for promotion to the wage rate of \$1.12 per hour. All cases of employees not promoted by the Review Committee after said two reviews shall receive such special treatment as the Company and the Unions may thereupon determine.

(2) a. All employees who are classified as skilled mechanics and have been receiving \$1.07 per hour for 90 days or more prior to the date of the execution of this contract shall be reviewed immediately by the Review Committee to determine their qualification for promotion to the wage rate of \$1.12 per hour. All such employees not promoted by the Review Committee to the wage rate of \$1.12 per hour may be retained by the Company for another 90-day period and again be reviewed by said Review Committee for promotion to the wage rate of \$1.12 per hour. All cases of such employees not promoted by the Review Committee after said two reviews shall receive such special treatment as the Company and the Unions may thereupon determine.

(b) All employees now classified as skilled mechanics and receiving \$1.07 per hour, but who have not been receiving \$1.07 per hour for 90 days or more prior to the date of the execution of this contract shall

at the end of 90 days from the date of the execution of this contract be reviewed by said Review Committee to determine their qualification for promotion to the wage rate of \$1.12 per hour. All such employees not promoted by the Review Committee to the wage rate of \$1.12 per hour may be retained by the Company for another 90-day period and again be reviewed by said Review Committee for promotion to the wage rate of \$1.12 per hour. All cases of such employees not promoted by the Review Committee after said two reviews shall receive such special treatment as the Company and the Unions may thereupon determine.

(3) a. New employees with the Unions' credentials as first class skilled mechanics shall be hired in at the first class mechanics' rate set forth in Schedule A, and remain on probation for a period of 30 days and if not retained in the Company's employment thereafter said employees shall have no basis or grounds for grievance or complaint.

b. New employees not furnished by the Unions shall be hired in at the rate of not less than \$1.05 per hour and remain on probation for a period of 30 days and if not retained in the Company's employment thereafter shall have no basis or ground for grievance or complaint.

c. All new employees hired in at \$1.05 per hour shall also be subject to two reviews by the Review Committee at 90-day intervals to determine their advancement to the wage rate of \$1.12 per hour. All cases of non-promotion after two reviews of the Review Committee shall receive such special treatment as the Company and the Unions thereupon agree.

(4) Mechanics not listed as skilled mechanics or semi-skilled mechanics in Schedule A hereof are not subject to review by the Review Committee.

**FIFTH: Semi-skilled and Unskilled Employees.**

It is agreed that with respect to all present employees (except learners) not now receiving the higher rate in the classifications below the grade of skilled mechanics (i. e., semi-skilled and unskilled) for which two wage rates are listed in Schedule A hereof, said employees shall, if retained in the Company's employ, be reclassified as follows:

Thirty days after the date of the execution hereof, the Company shall promote one-half of such employees to the highest hourly rate in their respective groups; 60 days after the date of the execution hereof, the Company shall promote the balance of such employees to the highest hourly rate in their respective groups.

The lower rate for said classification of semi-skilled and unskilled employees in said Schedule A shall be the hiring-in-rate and all employees hired at the hiring-in-rate shall be on probation for a period of 90 days and, if retained in the Company's employment thereafter, shall be automatically advanced to the highest hourly rate in such classification. Employees not retained beyond the probationary period of 90 days shall have no ground or basis for grievance or complaint.

**Sec. 6. VACATIONS WITH PAY.** Those employees of the Company, who during the period beginning \_\_\_\_\_ and ending \_\_\_\_\_, have

13  
→ Period dates from time of employment + ends up from that date for each individual employee

completed the number of hours of work (exclusive of overtime hours of work) set forth in the following schedule, shall be entitled to vacation with pay as set forth in the following schedule, to wit:

2700 hours of work	....6 days vacation
2450 hours of work	....5 days vacation
2200 hours of work	....4 days vacation
2000 hours of work	....3 days vacation

Those employees of the Company who, during the period beginning and ending , have completed 1500 hours of work (exclusive of overtime hours of work) shall be entitled to 5 days vacation with pay.

For vacation purposes, a day with pay shall be a sum equivalent to 8 times the employee's regular hourly rate of pay without overtime.

Employees shall take their respective vacations between June 1, and September 1, of each year, and at such times during said period as the Company finds most suitable, taking into consideration both the wishes of the employee and the business requirements of the Company.

**Sec. 7. PAY DAY.** Pay day shall be weekly on Company time and in no case shall more than one week's pay be held back. Any employee who gets laid off, or quits of his own volition, shall receive all wages due him within twenty-four (24) hours of the termination of his employment, and separation slips as required by State and/or Federal laws shall be furnished with his pay check.

**Sec. 8. PREMIUM FOR EXCESSIVELY DIRTY WORK.** Pay for excessively dirty

work on repairs for private account in oil tanks, water bottoms, after peak, under coal bunkers, under engine room tank tops and beds, will be paid for at the rate of one and one-half ( $1\frac{1}{2}$ ) times the regular rate during regular working hours and two and one-half ( $2\frac{1}{2}$ ) times the regular rate for overtime hours.

#### **Sec. 9. TRANSFERRED EMPLOYEES.**

Should any employees be transferred to another class of work, or be required to fill the place of another employee whose work pays of higher rate, he shall receive the higher rate while so employed; but if required to fill temporarily (for not more than five (5) days), the place of another employee receiving a lower rate, his rate will not be changed.

#### **Sec. 10. SAFETY AND SANITATION.**

All toilets and washrooms shall be kept in a clean and sanitary condition, properly heated and ventilated, and suitable quarters with heat shall be provided for men to change clothes and eat their lunch. There shall be facilities for drying clothes and all staging, walks, ladders, gang planks and safety appliances shall be constructed in a safe and proper manner by competent mechanics. Proper lighting and ventilation shall be provided for all enclosed working spaces. The Employer shall furnish suitable guards around welders for the protection of workmen's eyes. In case of spray painting, Employer shall provide proper protection against fumes caused by paint spray. Prompt ambulance service and first-aid to injured workmen shall be provided on all shifts and a safety man shall be employed and made responsible for the proper enforcement of safety rules. Suitable lockers,

washrooms and drinking water shall be furnished by the Employer.

Complete physical examinations by a company physician may be required under the following conditions:

1. Applicants for initial employment.
2. Re-hiring of former employees.
3. Return of regular employees following injury or illness.

The Company may request a re-examination after one year of employment; however, any regular employee shall have the right to appeal any ruling by the Company physician ordering a change in work or discharge by producing a physical examination report from a physician of his own choice. In the event that the two reports are not in agreement, the case shall be referred to a Medical Board of three members to be established by mutual agreement of the parties.

The Company agrees that the physical examination shall not be used to discriminate against any employee and agrees further that an attempt shall be made to find other employment for any employee receiving an adverse medical ruling.

Unless required by law, no employee shall be compelled to pay hospital or insurance fees in the course of employment or as a condition to secure employment.

**Sec. 11. SENIORITY.** Craft seniority shall prevail in the reduction and restoration of forces in each plant or yard, except in cases where the Company and the Unions otherwise agree; and service records shall be available to committee men and representatives upon request.

**Sec. 12. PROVISION AGAINST LIMITATION ON PRODUCTION.** There shall be no limit on, or curtailment of, production.

It is understood and agreed that there shall be no contract, or allowance work in the yards of the Company. The word "Allowance" as used in this section does not refer to adjustments of piece-work rates in extraordinary cases in accordance with previous custom and practice.

Piece-work rates shall be readjusted in accordance with wage Schedule "A".

There shall be no extension of piece-work.

**Sec. 13. TRAINING PROGRAM FOR APPRENTICES AND OTHERS.** In order that an adequate supply of competent workmen shall be available at all times, it is agreed between the parties hereto that training programs for apprentices and others shall be established, where practicable, on a plant or Company basis mutually agreeable to the Company and representatives of the employees.

As to apprentices, standards and programs for training shall be set up and carried out in cooperation with the Federal Committee on Apprentice Training.

To formulate and expedite such training programs and standards for apprentices and others, a special joint committee composed of representatives of the Company and of employees shall be created exclusively for the above purposes upon a mutually agreeable basis. Nothing contained in such standards or programs shall conflict with Federal or State apprenticeship laws.

**Sec. 14. NO STRIKE, NO LOCKOUT.** There shall be no lockouts on the part of the Company nor suspension of work nor picketing of Company's plants on the part of the employees; this agreement is a guarantee that there will be neither strikes nor lockouts.

**Sec. 15. OUTSIDE WORK.** The Company will furnish transportation and protection from inclement weather to and from all outside jobs, but may require employees to report for work on outside jobs away from its plant, in which event one-half ( $\frac{1}{2}$ ) hour extra pay per day will be allowed on outside jobs within city limits and one (1) hour extra pay per day will be allowed on outside jobs beyond city limits.

Employees shall not use their own cars to and from the plants and outside jobs.

**Sec. 16. MACHINERY FOR ADJUSTMENTS OF COMPLAINTS.** Each organization covered by this agreement shall have a committeeman in each department to handle grievances arising therein; and there shall be a general committee selected, one from each organization. It shall be the duty of the general committee to handle such grievances and other matters that have not been satisfactorily adjusted by the department committee.

Grievances and disputes shall be handled in the following order:

- 1—By the aggrieved employee and/or his committeeman with the department foreman.
- 2—By the general committee and/or the Union Representatives with the plant superintendent. All such matters shall be handled during regular working

hours without loss of earnings to employees involved. If after investigation it is found that an employee has been unjustly discharged or suspended, such employee shall be reinstated without loss of seniority and paid for all time lost.

- 3—Regular meetings shall be held weekly, between the General Committee and the plant superintendent on day of each week for the purpose of adjusting grievances which have not been satisfactorily adjusted under the procedure set forth in paragraph one of this section.

Such meetings shall continue until all accumulated grievances have been disposed of.

Cases of disputed discharge shall not be referred to such weekly meetings, but shall be adjusted before the employee involved leaves the property.

- 4—In the event grievances or disputes shall not have been satisfactorily adjusted through the foregoing procedure, the matter shall be submitted to an arbitration board composed of two representatives for the Union or Unions involved; two representatives for the Company, and the fifth representative shall be selected by the four representatives so appointed by the Unions and the Company. In the event the four arbiters designated by the parties disagree on the fifth arbiter within five (5) days, the Senior District Judge of the United States District Court of the district in which the plant is located shall be requested to submit a list of ten (10)

persons, all of whom shall be impartial persons qualified to act as arbiters and the Board shall agree to one of the ten persons selected within ten days. The decision of a majority of the arbitration committee shall be final and binding upon parties hereto.

Only matters which fall within the terms of this agreement shall be subject to arbitration, and the decisions of the arbiters shall be within the scope and terms of this agreement, shall not change any of their terms, and shall be final and binding upon the parties in dispute.

The Company and the Union or Unions shall each pay the expenses incident to the services of the member of the Board respectively appointed by them, and the expenses incident to the fifth member shall be borne equally by the Company and the Union or Unions.

**Sec. 17. JURISDICTIONAL CONTROVERSIES.** It is agreed that there shall be no cessation of work on account of any dispute or controversy arising between any of said Unions. It is further understood and agreed that the Company does not undertake to settle or decide any controversy as between any of said Unions, and that during the continuance of this agreement the Company shall not be asked to decide any jurisdictional question, dispute or controversy arising between any of said Unions with respect to any matter whatsoever, but that any such controversies, disputes or questions shall be settled by the Unions involved.

**Sec. 18. INTERCHANGE OF EMPLOYEES.** In cases of emergency the

Company may interchange or transfer employees between the Company's various yards in different cities with the consent of the employees involved and provided further that the Company will pay all expenses involved in transporting and boarding of the men so transferred.

**Sec. 19. ACCESS TO YARDS.** The appropriate Union Representatives shall have access to the Company's property, by securing permission from the Company, to obtain information relating to pending grievances and other matters pertaining to the proper application of this agreement.

There will be no solicitation of membership or collection of dues by the union on company time and there will be no union activity on company time or company property except that necessary in connection with the handling of grievances and the enforcement of this agreement.

**Sec. 20. DURATION.**

(a) The terms and provisions of this agreement shall become effective retroactively to \_\_\_\_\_ and except as provided in paragraph (b) of this section this agreement shall continue in force and effect for a period of two (2) years. Either party to this agreement desiring to negotiate a new agreement, shall give notice to the other party in writing at least sixty (60) days prior to the expiration date. If notice is not given as above, the agreement shall be automatically renewed from year to year.

(b) Wage scales shall be adjusted during the life of this agreement to provide for changes in the cost of living as follows:

**1. Base Level.**

The "base level" from which all calculations involving changes in the cost of living and corresponding wage scale adjustments shall be made, shall be the average cost of living in the United States on the 15th day of the sixth month from the effective date of this agreement as shown by the U. S. Bureau of Labor Statistics Index on the cost of Goods Purchased by Wage Earners and Lower-salaried Workers in Large Cities.

**2. Method of Adjustment.**

At the end of one (1) year from the effective date of this agreement, if the average cost of living as above defined shall have changed from the "base level" as defined above by 5% or more, a corresponding adjustment shall be made in wage scales, effective as of one (1) year from the effective date of this agreement.

3. If no adjustment results from the operation of sub-paragraph 2 above by reason of insufficient change from the "base level," adjustment shall be effected at the end of any succeeding month when the cumulative changes in the cost of living becomes 5% or more from the "base level" above defined. Thereafter, wages shall be correspondingly adjusted every six (6) months following the initial wage adjustment if the cost of living index has varied 5% or more from its level at the time of the last preceding adjustment. If the variation within any such six (6) months period after the initial wage adjustment be less

than 5%, then no wage adjustment shall be made until the end of the next six (6) months period.

Sec. 21. It is agreed that this contract, although dated and signed on , 19 , shall not become binding upon either party until ratified by the membership of said Unions and receipt by the Company from the Unions of written notice of such ratification. The date of receipt by the Company of such notice of ratification from the Unions shall be deemed to be the time of the "execution of this contract" for the purposes of calculating all time periods in Section V hereof.

## SCHEDULE A

Skilled Mechanics	Standard Rate
Machinists .....	\$1.12
Sheet Metal Workers and Coppersmiths .....	1.12
Marine Pipe Fitters .....	1.12
Electricians .....	1.12
Layer Out—Boiler Shop .....	1.17
Boilermakers .....	1.12
Blacksmiths .....	1.12
Heavy Forgers .....	1.18
Joiners .....	1.12
Spray Painters .....	1.12
Painter—Finishers .....	1.12
Sand Blasters (Incident to Paint Operations) .....	1.12
Roller-Joggler—Cold Press .....	1.12
Loftsmen—Layer Out .....	1.23
Loftsmen .....	1.12
Anglesmiths .....	1.12
Anglesmith Helpers .....	.85
Ship Carpenters .....	1.12
Shipwrights .....	1.12
Boat Builders .....	1.12
Caulkers .....	1.12
Joiners .....	1.12
Acetylene and Electric Welders .....	1.12
Burners .....	1.12
Riveters .....	1.12
Rivet Makers .....	1.12
Ship Fitters .....	1.12
Launch Operator .....	1.12
Patternmakers .....	1.40

Gantry Craneman .....	1.12
Chippers and Caulkers .....	1.12

### Semi-Skilled and Unskilled Workers

Movers or Riggers .....	.95
Forge Helpers .....	.85
Hammer Operators .....	.85½
Forge Shop .....	1.05
Table Punchers .....	1.01
Gang Puncher .....	1.01
Shearmen and Planers .....	1.01
Countersinkers .....	.85
Cranemen (Shop) .....	1.01
Hookers-On .....	.78
Stagebuilders .....	.78
Docking Men—Leaders .....	1.01
Dockmen (Dry Dock Work) .....	.90
Iron Hangers .....	.85
Locomotive Cranemen .....	1.12
Yard Laborers (Common) .....	.73
Bolt Cutters .....	.73
Bolt Sorters .....	.67
Bolters .....	.85
Holders-On .....	.92
Heaters .....	.78
Rivet Passers .....	.70
Slabmen .....	1.12
Liner Fitters .....	.90
Drillers .....	.85
Reamers .....	.86
Truck Driver .....	.92
Sand Blasting Machine Operators .....	1.07
Automatic Burning Machine Operators .....	.84

Red Lead Men .....	.78
Impact Wrench Operator .....	.85
Shear Leg Operator .....	1.12
Helpers—All Trades .....	.78
Fairing up .....	1.12
Grinding Men .....	.86
Janitors .....	.75
Sand Blasters .....	1.07
Drill Press (Heavy) .....	1.00
Drill Press (Small) .....	.85
Locomotive Brakemen .....	.80
Warehousemen .....	.78

#### Mechanics Not Listed In Above Classifications

Power House Fireman .....	1.07
Rivet Counters and Testers .....	1.23
Locomotive Engineer .....	1.12
Stock Chasers .....	1.12
Tank Testers (Premium Rate) .....	1.17
Overhead Steam Cranemen .....	1.12
Power Plant Engineers (Steam) .....	1.25
Hoisting Engineers .....	1.25
Stockmen .....	.73 to .75
Water Tenders .....	.73 to .75
Oilers .....	.73 to .75
Firemen .....	.73 to .75
Gang Foremen .....	1.30 to 1.40

*School - until June 1942*

*2 only wage at 86* **September 3, 1942**

As approved by the U. S. Navy, and effective as of August 26, 1942, the following wage rates will be paid employees working on production at our Evansville Shipyard:

**Skilled Mechanics**

Machinists .....	\$1.20
Sheet Metal Workers and Coppersmiths .....	1.20
Marine Pipe Fitters .....	1.20
Electricians .....	1.20
Layer Out—Boiler Shop .....	1.25
Boilermakers .....	1.20
Blacksmiths .....	1.20
Heavy Forgers .....	1.26
Joiners .....	1.20
Spray Painters .....	1.20
Painter—Finishers .....	1.20
Sand Blasters (Incident To Paint Operations) .....	1.20
Roller-Joggler—Cold Press .....	1.20
Loftsmen—Layer Out .....	1.31
Loftsmen .....	1.20
Anglesmiths .....	1.20
Anglesmith Helpers .....	.93
Ship Carpenters .....	1.20
Shipwrights .....	1.20
Boat Builders .....	1.20
Caulkers .....	1.20
Joiners .....	1.20
Acetylene and Electric Welders .....	1.20
Burners .....	1.20
Riveters .....	1.20
Rivet Makers .....	1.20
Ship Fitters .....	1.20
Launch Operator .....	1.20
Pattern Makers .....	1.48
Gantry Cranemen .....	1.20
Chippers and Caulkers .....	1.20

*No riveting done - all welding*

### Semi-Skilled and Unskilled Workers

Movers or Riggers .....	\$1.03
Forge Helpers .....	.93
Hammer Operators .....	<del>.93</del>
Forge Shop .....	<del>1.19</del>
Table Punchers .....	<del>1.09</del>
Gang Puncher .....	<del>1.09</del>
Shearmen and Planers .....	<del>1.09</del>
Countersinkers .....	.93
Cranemen (Shop) .....	<del>1.09</del>
Hookers-On .....	.80
Stage Builders .....	.80
Docking Men—Leaders .....	<del>1.09</del>
Dockmen (Dry Dock Work) .....	.98
Iron Hangers .....	<del>\$ .93</del>
Locomotive Cranemen .....	1.20
Yard Laborers (Common) .....	.81 )
Bolt Cutters .....	<del>.81</del>
Bolt Sorters .....	<del>.75</del>
Bolters .....	<del>.68</del>
Holders-On .....	<del>1.00</del>
Heaters .....	.80
<del>in</del> Rivet Passers .....	<del>.78</del>
Slabmen .....	1.20
Liner Fitters .....	.98
Drillers .....	<del>.83</del>
Reamers .....	<del>.94</del>
Truck Driver .....	1.00
Sand Blasting Machine Operators.....	1.15
Automatic Burning Machine Operators .....	<del>.82</del>
Red Lead Men .....	.86
Impact Wrench Operator .....	<del>.83</del>
Shear Leg Operator .....	1.20
Helpers—All Trades .....	.86
Fairing Up .....	1.20
Grinding Men .....	.94
Janitors .....	.83 )
Sand Blasters .....	1.15

Drill Press (Heavy) .....	1.08
Drill Press (Small) .....	<del>.85</del>
Locomotive Brakemen .....	.88
Warehousemen .....	.86

**Mechanics Not Listed in Above  
Classifications**

Power House Firemen .....	\$1.15
Rivet Counters and Testers .....	<del>1.81</del>
Locomotive Engineer .....	1.20
Stock Chasers .....	1.20
Tank Testers (Premium Rate) .....	1.25
Overhead Steam Craneman .....	1.20
Power Plant Engineers (Steam).....	1.33
Hoisting Engineers .....	1.33
Stockmen .....	.81 to .83
Water Tenders .....	.81 to .83
Oilers .....	.81 to .83
Firemen .....	.81 to .83
Gang Foremen .....	1.38 to 1.48

**THE MISSOURI VALLEY  
BRIDGE & IRON CO.  
(Shipbuilding Division)**

*Frank Harrison*

**Frank Harrison, General Manager**

**Approved:**

*C. A. Shapiro*

**C. A. Shapiro, Lt. U.S.N.R.  
By Direction  
Supervisor of Shipbuilding, U.S.N.  
Evansville, Indiana**

**Proposed Amendments to the Pacific Coast, Atlantic Coast, Great Lakes, and Gulf Coast Zone Standards of the Shipbuilding Industry.**

**SECOND DRAFT**

**May 16, 1942**

**PREAMBLE**

Pursuant and responsive to the request of the President of the United States, and in order to further the national economic plan to prevent the upward spiraling of the cost of living, representatives of organized labor, management, the War Production Board, the Navy Department, and the U. S. Maritime Commission hereby propose to amend as follows the Zone Standard Agreements for the four shipbuilding zones, subject to final ratifications or approval by the principals of the representatives attending the National Shipbuilding Conference.

The Ratification of the matters and things herein recited and hereafter agreed upon by subsequent Zone Conferences by such parties to the zone standards who are also parties to existing collective bargaining agreements shall be deemed by such parties automatically to modify, for the period of the National emergency only, so much of any existing collective bargaining agreements as may be in conflict therewith, but shall not affect any other provision contained in such collective bargaining agreements.

Nothing herein contained shall be so construed as to require the reopening of any collective bargaining agreement in order to make effective the modifications of zone standards herein contained or hereafter agreed to in Zone Conferences; neither shall

anything herein contained be so construed as to repeal, alter, modify or amend any provision in any existing Zone standards or collective bargaining agreements not in conflict herewith.

## 1. WAGES

In keeping with the efforts of the President of the United States to control the cost of living, the provisions for automatic adjustments in the wage rates in proportion to changes in the cost of living indices prescribed in the zone standards are hereby rescinded and deleted from all zone standard agreements.

On and after the effective dates prescribed in Section 7 hereof the wage rate to be paid to all mechanics designated in the Pacific Coast Zone Standards and the Gulf Coast Zone Standards as "standard skilled mechanics" and in the Atlantic Coast Zone Standards and the Great Lakes Zone Standards as "standard first-class skilled mechanics" shall be \$1.20 per hour. In respect to new construction, the establishment of a wage rate of \$1.20 an hour for the aforementioned mechanics abolishes existing differentials in rates for "standard skilled" mechanics or "standard first-class skilled" mechanics, either specified or tacit, between or within zones. At the same time the wage rates of all other employees shall be increased by eight cents an hour, except in the Gulf Coast Zone where the following schedule shall apply:

All hourly wage rates up to	Increase per hour
69½c .....	9c
70c-79½c per hour .....	10c
80c-89½c per hour .....	11c

90c-\$1.06½ per hour .....	12c
\$1.07 per hour and above .....	13c

Upon the inclusion of repair work in the Pacific Coast Zone standards, to be accomplished at a Pacific Coast Conference of organized labor, shipbuilders, and W. P. B., Navy and Maritime Commission as provided for in Section 3 hereof, the wage increase of eight cents an hour shall also apply to repair work in the Pacific Coast Zone, such increase to be retroactive to April 1, 1942.

The rates herein established and put into effect shall remain in effect until June 1, 1943, on or about which date a wage review shall be conducted under procedures to be developed by the Shipbuilding Stabilization Committee of the War Production Board and thereafter annually on or about June 1, , a like review will be conducted by that Committee.

If, before Oct. 1, 1942, it is determined by the Shipbuilding Stabilization Committee that the program to control the cost of living has not achieved its purpose, then, on or about Oct. 1, 1942, a special wage review shall be conducted by the Shipbuilding Stabilization Committee in addition to the regular annual review above provided for.

If any change in wage rates is directed by the Shipbuilding Stabilization Committee, it shall fix the effective date of such change within thirty days after the date of determination. Changes in wage rates shall be in a designated amount for "standard skilled" mechanics, or "standard first-class skilled" mechanics, with a corresponding adjustment for all other employees.

## **2. ABOLITION OF CALENDER PREMIUM DAYS**

The provisions contained in this section shall apply to the construction of new vessels as defined by the several existing zone standards, but shall not apply to repair and conversion of vessels unless made applicable in the manner provided for in Section 3 hereof.

Saturdays and Sundays shall, for the duration of this agreement, be considered as regular work days, and work performed on such days shall be paid for at straight time rates except as provided below.

Time and one-half shall be paid for the sixth regular shift worked, and double time shall be paid for the seventh regular shift worked in an employee's regularly established work week. Not more than time and one-half shall be paid for the holidays prescribed in existing local agreements.

In computing the number of "shifts worked" by any employee, the following shall be considered shifts worked:

- (a) Shifts, or part of shifts, lost by employees when unable to work on account of injuries sustained by accidents arising out of and in the course of their employment; provided that prompt reports of such injuries are made to the management or its agents.
- (b) Shifts, or part of shifts lost by employees on days when they report to work as required, but are not put to work or are sent home before the end of the shift for any reason beyond the employees control.

- (c) Shifts lost because of holiday shut-down.

### 3. SHIP REPAIR AND CONVERSION

The problem of bringing about the greatest possible degree of uniformity between shipbuilding, ship repair and ship conversion with respect to overtime and shift premium shall be referred to zone conferences for determination.

### 4. VACATIONS

To maintain maximum production during the war emergency, every employee in the shipbuilding and ship repair industry, who may be entitled to a vacation with pay may waive the right, if his services are needed by his employer, to such vacation during the period of this agreement and in such cases shall be entitled to receive in lieu thereof, at the time he becomes entitled to the vacation, the amount of vacation pay such employee would otherwise have received over and above the wages received for work performed during the vacation period.

### 5. TRAINING PROGRAM

In order to provide an adequate supply of competent workers, it is agreed that training programs should be established which are mutually acceptable to the parties hereto. Nothing contained herein shall conflict with Federal or State apprenticeship laws, nor require any change in programs now satisfactory to the parties hereto.

### 6. INTERPRETATION AND COMPLIANCE

Any question arising in respect to the interpretation, applications, and coverage

of zone standards and the securing of compliance therewith shall be referred to the Shipbuilding Stabilization Committee for consideration and determination, but the Committee shall be without power to alter or amend the zone standards.

The Committee in order to establish or maintain approximate uniformity within zones or subzones in respect to length of shifts, where agreements covering length of shifts do not now exist, may convene conferences of employers and the recognized representatives of their respective zones or subzones.

The Committee shall not have the power to set aside any existing agreements between the parties hereto in respect to the length of shifts.

## **7. EFFECTIVE DATES AND DURATION**

The four Zone Standard Agreements as amended hereby, shall be ratified in their entirety, and after ratification shall remain in full force and effect until the termination of the National Emergency as proclaimed by the President of the United States.

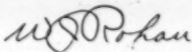
- (a) The effective dates for wage adjustments herein prescribed shall be the same as those established in the existing standards, namely for the Pacific Coast Zone, April 1, 1942; for the Great Lakes Zone, June 2, 1942; the Atlantic Coast Zone, June 23, 1942; and the Gulf Zone, August 1, 1942.
- (b) It is definitely understood and established that the wage adjustments herein established shall not be revoked by any governmental wage

freezing order proclaimed or legislation enacted prior to the above named effective dates, and that, if necessary, to fulfill the intent of this agreement, the effective dates shall be advanced accordingly, by the Shipbuilding Stabilization Committee.

- (c) The effective dates for all other amendments herein shall be designated by the Chairman of the Shipbuilding Stabilization Committees, such date to be not less than 15, nor more than 30 days, after the Chairman has certified the ratification of these amendments, but shall not be prior to the effective dates for wage increases as provided for in paragraph (a) above.

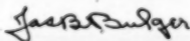
IN WITNESS WHEREOF the parties hereto have caused their names to be signed by their duly authorized officers and representatives at Evansville, Indiana, this 8th day of June, 1942. Subject to the approval of the U. S. Navy Bureau of Ships.

The Missouri Valley Bridge & Iron  
Company, Shipbuilding Division

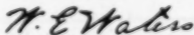


W. J. Rohan—Labor Relations Representative

Evansville Metal Trades Council



Jas. B. Bulger, Pres.



W. E. Waters, Sec'y

**International Brotherhood of Boilermakers,  
Iron Shipbuilders and Helpers of America**

*Martin G. Peterson*

**Martin G. Peterson  
Local Union No. 374**

*W. L. Manis*

**W. L. Manis**

**International Brotherhood of  
Electrical Workers**

*Guy Vaughn*

**Guy Vaughn  
Local Union No. 16**

*Guy Vaughn*

**Guy Vaughn**

**International Union of Operating Engineers**

*W. J. Stuhr*

**W. J. Stuhr, International Rep.  
Local Union No. 181**

*V. L. Kelley*

**V. L. Kelley, Acting President**

*Arthur Watkins*

**Arthur Watkins**

**International Hod Carriers, Building and  
Common Laborers' Union**

*John Soucie*

**John Soucie**

**Local Union No. 561**

*John Soucie*

**John Soucie**

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**International Association of Machinists**

*A. P. Nobozny*

**A. P. Nobozny, G. L. Rep.**

**Local Union No. 1231**

*Harry Weaver*

**Harry Weaver**

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**United Association of Plumbers, Steam-  
fitters of the United States & Canada**

*Armstrong Forster*

**Armstrong Forster**

**Local Union No. 136**

*Armstrong Forster*

**Armstrong Forster**

**Sheet Metal Workers International  
Association**

*Bert E. Martin*

**Bert E. Martin**

**Local Union No. 96**

*Bert E. Martin*

**Bert E. Martin**

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**United Brotherhood of Carpenters  
and Joiners of America**

*J. R. Weyler*

**J. R. Weyler**

**Local Union No. 90**

*Wm T Schulze*

**Wm. T. Schulze**

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**Brotherhood of Painters, Decorators  
and Paperhangers of America**

*Fred Wentzel*

**Fred Wentzel**

**Local Union No. 156**

*Fred Wentzel*

**Fred Wentzel**

**International Brotherhood of Teamsters,  
Chauffeurs, Warehousemen of America**

*C. B. Birdsong*

**C. B. Birdsong  
Local Union No. 215**

*C. B. Birdsong*

**C. B. Birdsong**

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**International Brotherhood of Blacksmiths,  
Drop Forgers and Helpers**

*Harry Bayes*

**Harry Bayes**

---

**Metal Polishers International Union**

*Bernard Crowe*

**Bernard Crowe**

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**Metal Trades Department of  
The American Federation of Labor**

*J. P. Frey*

**J. P. Frey, Pres.**

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**International Association of Bridge,  
Structural & Ornamental Iron Workers**

*Leslie L. Myers*

**Leslie L. Myers**





# AGREEMENT

Pierce Governor  
Co.

and the  
International Union  
United Automobile  
Aircraft and  
Agricultural Implement  
Workers of America  
Local No. 943

1943



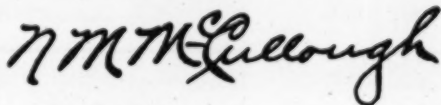
## ☆ Foreword ☆

We are all happy that our new contract has been entered into by both the Union and the Company with the promise of full-hearted co-operation.

Management wishes to take this opportunity to compliment the Bargaining Committee on the very thorough and painstaking manner in which contract negotiations were carried on, and to express the belief that this contract is, in our opinion, absolutely fair and impartial to both contracting parties.

In view of the urgent need for Pierce Governors in the War program, and the opportunity to benefit our Government; our employees; and the company by working together as partners, we ask that each employee take this contract to heart and make every honest effort to abide-by it and to produce good merchandise to the fullest extent of his or her ability.

Very cordially,

A handwritten signature in dark ink, reading "N. M. McQuillough". The signature is written in a cursive style with large, bold letters.

President.



## PREAMBLE

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WE, THE PIERCE GOVERNOR COMPANY, INC., of Anderson, Indiana, by and through its proper officials, and the INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT, AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, LOCAL 940, of Anderson, Indiana, affiliated with the Congress of Industrial Organizations, in order to foster good will, to promote harmony, to promulgate the best working conditions possible, to protect health and security, and to improve production of the plant, to the end that all our efforts will be devoted to the winning of the War in which our country is involved, and that our sons and relatives may soon safely return, and that we may feel that we have thus done our part and contributed our best efforts to the defense of our country and loved ones, do hereby enter into this agreement for the attainment of the above expressed purpose.

The first party herein shall be designated as the "Company" and the second party as the "Union," and both the Company and the Union do hereby expressly covenant that all the efforts of each will be devoted to the fulfillment of all the terms and conditions of this agreement, and that the agreements contain all the matters agreed upon, and that nothing outside of and not provided for in the agreement shall be enforceable against either party, except where new work is concerned, and then by mutual agreement between the Union and the Company.

To the end that peace and harmony shall exist between the Company and the Union, it is therefore agreed as follows:

### ARTICLE I.

#### RECOGNITION

**Section 1.** The Company hereby recognizes Local Union No. 940 of the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, affiliated with the Congress of Industrial Organizations as the Exclusive bargaining agency for all the Company's employees, except foremen, assistant foremen, superintendents, confidential, salaried, clerks, (Any clerk is an employee who spends less than fifty percent of their time in

the various machine departments) office and drafting room employees, for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment, and for the purpose of adjusting any grievances or complaints which may now exist, or which may arise during the term of this contract.

**Section 2.** All employees of the company who are now members of the Union or who may become members of the Union, shall remain in good standing with the Union during the life of this agreement.

## ARTICLE II.

### BARGAINING COMMITTEE AND SHOP STEWARDS

**Section 1.** The employees shall be represented by a shop Bargaining Committee, with one member of the committee to be elected by the Union for each 125 employees covered by this agreement. At no time shall there be less than five (5) members (3 day and 2 night), nor more than seven (7). At no time shall there be an even number of members composing the committee.

**Section 2.** The plant shall be zoned in divisions by mutual agreement and a Shop Steward shall be elected by the members in that zone as their representative. The same zones shall comply on nights as were defined on days, with a Shop Steward elected for each zone that may be operating on that shift.

## ARTICLE III.

### GRIEVANCE PROCEDURE

**Section 1.** Should a grievance arise between the Company and the Union as to the meaning or interpretations or application of the provisions of this agreement, or should any grievance of any kind arise in the plant pertaining to the articles of this agreement, there shall be no interruption, curtailment or suspension of work on account of such grievance, until the full bargaining procedure has been exhausted in the following manner:

- (a) Any employee having a grievance should first take the grievance up with the foreman of his department and attempt to adjust it.
- (b) If the grievance is not settled in step (a), the worker shall call for his steward from that zone; the steward will

then in the company of the employee, if the employee so desires, take the grievance up with the foreman. If efforts at adjustment fail, then the grievance shall be reduced to writing and the foreman shall give his answer in writing.

- (c) If not then settled, the grievance shall be considered by the plant superintendent, with one committeeman and steward present.
- (d) The Chairman of the Bargaining Committee has the right to appoint a member of the Bargaining Committee to make a complete investigation of all written grievances before presenting them to the Personnel Director.
- (e) If not settled in step (c), the Bargaining Committee of the Union and the Personnel Director of the Company shall consider the grievance and attempt to adjust it (i.e. the on-shift committee).
- (f) If not then settled, the grievance shall then be referred by the Bargaining Committee to the Management Committee of the Company.
- (g) If not then settled, the matter shall be referred to Arbitration, as provided in Article III, Section 7.  
In case of grievance between Company and Union, Section 7 of this article applies.

**Section 2.** Each complaint or grievance shall be reduced to writing if not settled satisfactorily in step (a) and shall be properly signed by the employee or group of employees having the grievance, and as each step of the grievance procedure provided herein is completed, the foreman, plant superintendent, or plant management, as the case may be, shall attach their answer in writing as to the decision reached with regard to said grievance.

**Section 3.** If the Bargaining Committee decides to present any complaint or grievance to the Company, it shall be done at the regular meeting between the Bargaining Committee and the Company. Regular meetings between the Bargaining Commit-

tee and the representatives of the Company shall be held each two weeks, at such time and place as may be agreed upon. If a grievance or complaint is of such a serious nature that it requires immediate attention, the complaint or grievance will be considered immediately, at a special called meeting, between the Management Committee and the Union Bargaining Committee. The Company shall give its final decision on all grievances or complaints presented by the Bargaining Committee immediately, if possible, and in any event within five (5) working days.

**Section 4.** Shop Stewards, or Committeemen, may leave their respective zones or departments for the purpose of reporting or investigating written grievances only, or in the negotiation of grievances in step (a) of this bargaining procedure. The Steward or Committeeman shall notify their foreman of leaving the department, and they shall record the time spent on grievance work by ringing a special clock card. They shall also report to the foreman their intentions in entering any department other than their own for this procedure.

**Section 5.** The Company will pay the regular hourly earnings not to exceed five (5) hours per week for the time spent during working hours by the stewards, in the adjustment of complaints and grievances. Members of the Bargaining Committee will be paid their regular earnings for all time spent on grievance work and in meetings with the management, but this shall not exceed ten (10) hours per week for each member of the Bargaining Committee. In the event of an alternate, the reservoir of hours shall remain the same as though no change had been made.

**Section 6.** Any Committeeman or Steward having an individual grievance may ask for a member of the Bargaining Committee to assist him in adjusting the grievance with the supervision.

**Section 7.** In the event the grievance is not settled satisfactorily, either party shall have the right to call in an International representative of the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, to assist in the settlement thereof. In the event the grievance is not then settled satisfactorily, the grievance will be submitted to a three (3) man

arbitration board; the Union selecting one member, the Company one member, and those two appointees selecting the third party. If the two arbitrators so selected are unable to agree upon a third, then a member of the United States Conciliation Service shall serve as the third member of said Board of Arbitration. The findings and judgment of said Board of Arbitration shall be conclusive and binding upon both the Company and the Union, and both Company and the Union hereby expressly covenant to be bound thereby.

**Section 8.** Alternates shall be elected for each Steward by the employees of each zone, to serve in their absence from the plant. A list of the Committeemen, Stewards and Alternate Stewards will be submitted to the Management by the Union, and when changes occur, the management shall be notified. In the absence of a Committeeman, the Chairman of the Bargaining Committee shall notify the management of an alternate, selected from the Stewards.

**Section 9.** In the event the hours for this procedure have been exhausted by Stewards, Committeemen or Alternates, it is understood that the management shall have no responsibility for pay of the hours that may be in excess.

**Section 10.** Regular semi-monthly meetings with the management and negotiation of annual contract, or any meeting called by the management, shall be allowable time for the Union representatives at their regular earned rate, (i.e. Bargaining Committee only). This in addition, if necessary, to the 10 hours referred to in Section 5.

#### **ARTICLE IV.**

##### **SENIORITY**

**Section 1.** The provisions of this seniority agreement are based upon the fundamental principle that:

It is to the best interests of both the Company and the employees that a sense of security exist in the mind of the employees as to his job; that the knowledge that his work and efforts are appreciated creates a more healthful and happier atmosphere and attitude; to the end therefore, that the employees of the Company may have a feeling of such security, it is agreed that:

No employee shall be laid off in a reduction in force when an employee with less seniority is working on a job which he or she has performed, or could quickly learn to perform.

**Section 2.** In the event of a reduction in force, each job classification shall reduce by seniority to its requirements. Then a definite seniority date shall be established within the group in which it falls, and all employees in this group with greater seniority shall be retained, and those with less seniority shall be laid off, providing the employee with greater seniority is able to do the job or quickly learn to do so.

**Section 3.** The employee with greater seniority shall be given a fair and reasonable opportunity to qualify for the job, but it shall not be necessary to give training to such employee, whose past record or experience in no way qualifies him or her for the job, particularly in the case of highly skilled jobs.

**Section 4.** In the event of reducing the force, no employee shall be transferred from one job classification to another, until there is no work available for him or her in their job classification, and his or her seniority subjects them to a lay-off. They then must have more seniority than the employee they replace in the classification they are transferred to.

**Section 5.** It will be the policy of the Company in the promotion to better jobs or skilled jobs, that employees with the greatest seniority shall be given the preference, providing they can qualify, and they shall be given a trial period of at least ten (10) working days to qualify for the job, if any past experience or training comparable to the job open can be shown. If no past experience or training can be shown, the employee shall be given a twenty (20) day trial period to qualify, and a representative of the Union, Foreman of the Department, Personnel Director and Plant Superintendent shall be the judge of the employee's qualifications.

**Section 6.** Employees shall be regarded as temporary employees for the first 90 days they are employed in the plant. There shall be no responsibility for re-employment of temporary employees if they are laid off or discharged during this period.

However, any claims of personal prejudice or discrimination for Union activity in connection with the lay-off or discharge of temporary employees may be taken up as a grievance. Such claims must be supported by written evidence at the time the grievance is filed.

**Section 7.** Up to date seniority lists shall be made by department groups and available to all employees for their inspection within the plant. This list shall be posted at points within the plant mutually agreed upon. One list upstairs and one down stairs.

**Section 8.** Once each three months, Local No. 940 shall be given an up to date copy of the complete seniority list of the plant, by departmental groups, containing the name and seniority dates of the employees.

**Section 9.** Seniority shall be broken for the following reasons:

- (a) If the employee quits.
- (b) If the employee is discharged for a just cause.  
Just cause shall include, but not be limited to, the following acts:  
Removal of Company property, including reports, time cards, etc. insubordination, fighting on the Company premises, fomenting strife within the plant by any parties, continual absenteeism without cause, intoxication on the Company premises, or evidence thereof, habitual unsatisfactory production, and any wilfull neglect or abuse of Company property, tools, machines and other materials causing destruction or loss. If controversy arises as to whether just cause exists, the question shall be handled as in grievance procedure. During the time that such grievance procedure is in process, the employee shall be considered as discharged, and not employed by the Company.
- (c) Failing to report for work within five (5) work days when called back by the Company by registered mail, provided however, that the Union shall be notified of an employee failing to report to

work within twenty-four (24) hours after said call, and provided the employee cannot show satisfactory reason why he or she did not report.

- (d) All reports of absence from work shall be made by phone, wire or writing the Personnel Office before 5 o'clock, and the night superintendent after 5 o'clock. A duplicate record shall be made of this report, the original to be filed at the Personnel Office, and a copy to the foreman of the department from which the employee is absent.
- (e) Employees absent from work for two (2) days within any pay period returning to work shall report to the Personnel Director, who shall enforce the penalty herein provided if no reasonable excuse can be presented; i.e. subject to a week's lay-off without pay for the first offense; and subject to a dismissal for the second offense, and shall thereby lose their seniority.
- (f) If the employee is laid off for twelve (12) consecutive months for any cause, however, if the employees seniority exceeds twelve (12) months, they shall not lose their seniority until they are laid off for a continuous period equal to the seniority the employee had acquired at the time of such lay-off period. However, employees with five or more years seniority shall break seniority, if they are laid off in excess of five (5) continuous years.

**Section 10.** When an employee has reached the age whereby they are eligible for Old Age Pension, they may be retired without regard to the provisions of this seniority agreement, but it is understood that this shall not be done in an unfair and discriminating manner, when such employees are able to satisfactorily perform their jobs. Management shall notify the Union of this retirement.

**Section 11.** To protect seniority, all employees shall keep the management informed of their home address. Any change of address shall be reported to

the Personnel Office upon the establishment of a new residence.

**Section 12.** Extra work in periods of part-time operations, and overtime, shall be equalized among the employees in the department engaged in similar work, as far as practicable. Overtime pay and the rotation thereof does not concern temporary employees. The overtime rotation plan of Delco-Remy will be used.

## **ARTICLE V**

### **LAY-OFF AND RE-HIRING PROCEDURE**

**Section 1.** For the purpose of temporary reductions in production, all temporary employees in any department, or in as many departments as necessary, shall be first laid off before there is any reduction in hours; subject to Section three hereof. After lay-off of all temporary employees, if further reduction is necessary, the work week shall then be reduced to thirty-two (32) hours, if a standard work week continues to be forty (40) hours. If the standard work week is changed by operation of law, then such reduction shall be proportionate to the then prevailing standard work week. If thereafter, further reductions are necessary, then employees in each department where reduction is sought, with the least seniority shall be laid off. The Company will be the sole judge as to what reductions are necessary.

**Section 2.** Temporary employees shall not be called back until all employees with seniority have been returned to work, except when a number less than required to maintain production is obtainable from the seniority list.

**Section 3.** Temporary employees shall be laid off before any employees with seniority are laid off, unless it is some skilled employee, who was hired as a skilled man and cannot be replaced by some employee who has greater seniority.

**Section 4.** There shall be no new workers hired until the seniority list has been exhausted, unless a highly skilled worker or specialist is required who cannot be secured from the plant seniority list who has that particular skill, or can be quickly taught or upgraded; and the Company shall be the sole judge as to the skill or ability of the employee, but subject to grievance procedure.

**Section 5.** The management of the plant will give the Bargaining Committee a list of those to be laid off, at least twenty-four (24) hours before the lay-off is to take effect.

**Section 6.** Employees are to be called back to work in reverse order to which they were laid off; in other words, the oldest employee first, as the provisions of this agreement herein provide, including temporary employees if said temporary employees have proven satisfactory.

**Section 7.** Employees upgraded from production jobs shall retain and accumulate seniority in their production groups. For the purpose of lay-off and re-hire within the group, the upgraded employee will be given a status in relation to the other employees in the group in keeping with his date of entry into the group and will retain such status for the period of the War Program.

## **ARTICLE VI.**

### **DISCHARGE AND DISCIPLINE**

**Section 1.** The Union recognizes the right of the Company to discharge for cause (as defined in Article IV. Sec. 9), lay-off, or transfer of any employee of the Company, subject to the restrictions of this agreement.

The Company agrees upon the discharge of an employee to promptly notify the Bargaining Committee of such discharge. Should the discharged employee or the Bargaining Committee consider such discharge improper, a complaint may be presented in writing by such committee to the Company at the next regular meeting, or at a special meeting called for that purpose. The Company agrees that it will review such discharge in the presence of the employee and the Committee, and give its answer in writing within three work-days thereafter. In the event the employee has been improperly discharged, he shall be reinstated without loss of seniority and shall be paid his regular hourly rate for all time lost due to such discharge.

**Section 2.** The Company shall have the right to prescribe reasonable shop rules and regulations for the conduct of its factory, including all safety regulations prescribed by law and the requirements of the Company's workmen's compensation, fire and casualty insurance carriers. These shall be reduced

to written form and posted in a prominent place in the factory, and become enforceable twenty-four (24) hours after posting.

**Section 3.** Violation by the employee of any one or more of the Company's rules shall upon first offense result in a written warning (made out in triplicate), 1 copy to the employee, one retained by the foreman and one copy to the Chairman of the Bargaining Committee; upon the second offense result in two-weeks lay-off without pay; upon third offense result in discharge, but subject however, to the employees right to a hearing as provided in Article VI, Sec. 1.

**Section 4.** It is agreed there are definitely defined areas maintained for smoking during working hours and lunch hours, to conform with insurance requirements and government regulations required in Defense Plants.

## **ARTICLE VII.**

### **LEAVE OF ABSENCE**

**Section 1.** Any employee drafted under the Selective Service Act, or who volunteers for any type of Military or Naval Service when the United States is at war, either declared or in fact, shall accumulate seniority in the plant, inclusive of all time in government service, and shall be returned to work upon presentation of his honorable discharge from the Military Service, provided that he makes application to be returned to work within forty (40) days from date of discharge, and is physically able to do the job similar to the one he left, or provided he or she becomes disabled, the Company will make every effort possible to create a position they might fill, but there shall be no duty on the Company to create such a position.

**Section 2.** Any employee drafted on or after April 1, 1943 under the Selective Service Act, or who volunteers for any type of Military or Naval Service when the United States is at war, either declared or in fact, shall be paid all vacation benefits for the year of 1943.

**Section 3.** Members of the Union selected by the Union to perform duties for the Union which takes them away from their employment, shall, at the request of the Bargaining Committee, receive a temporary leave of absence without pay and without loss of seniority during such leave. Such leave

shall not exceed one (1) year without renewal, and upon their return within such period they shall be re-employed in accordance with the terms of this agreement, at work generally similar to that which they did last prior to such leave of absence, with full and accumulated seniority.

**Section 4.** Every leave of absence shall be made a matter of record and the regular "Leave of Absence" form shall be made out in triplicate; the original to be retained by the employe, the duplicate by the employment department, and the triplicate by the Bargaining Committee.

**Section 5.** Leave of absence for pregnancy shall not be extended past eighteen (18) months.

**Section 6.** The following leave of absence periods, other than those above are recognized; Personal reasons thirty (30) days (Not to be extended); Sick leave ninety (90) days; Illness in family demanding absence of employee, 90 days; Compensable injury and legal occupational disease cases, full period of legal temporary disability, supported by medical evidence.

All leaves except the 30 day personal leave may be extended by agreement between the Bargaining Committee and the Management, if supported by proper medical evidence.

## ARTICLE VIII.

### WORKING CONDITIONS

**Section 1.** The Company agrees to the best of its ability to furnish healthful working conditions at all times, and to provide adequate and modern devices with regard to safety and sanitation in accordance with law and requirements of the Company's insurance carriers.

**Section 2.** The Company shall pay the employees regular earned rates for all time lost when the employees are sent to the Company's physician during working hours for compensable injuries only.

**Section 3.** Employees shall be entitled to preference of shifts according to seniority, except in cases of emergency, not to exceed five (5) working days.

**Section 4.** In all things consistent with the present plan of operation by working foreman and assistant foreman, or clerks, the Company agrees not to have foremen, assistant foremen or clerks perform work that is normally done by production

workers, except in the case of emergency when no production employees are available.

**Section 5.** The Company shall furnish the Union with a list of supervisory employees and clerks.

## ARTICLE IX.

### VACATIONS AND CHRISTMAS BONUS

**Section 1.** The Company agrees to give each employee who has been in the employ of the Company for at least one year, one week's vacation each year with pay at the base rate of forty (40) hours. The Company further agrees to give this vacation each year during the time of this agreement, at times to be established by the Company, so as to interfere as little as possible with production; provided, that so far as possible each vacation shall be arranged to come between the first day of June and the first day of December, provided however, vacations may be given at other times during the year by mutual agreement between the employees and the Company.

Employees with three months seniority shall receive 3/12 of forty hours pay;

Employees with four months seniority shall receive 4/12 of forty hours pay;

Employees with five months seniority shall receive 5/12 of forty hours pay;

Employees with six months seniority shall receive 6/12 of forty hours pay;

Employees with seven months seniority shall receive 7/12 of forty hours pay;

Employees with eight months seniority shall receive 8/12 of forty hours pay;

Employees with nine months seniority shall receive 9/12 of forty hours pay;

Employees with ten months seniority shall receive 10/12 of forty hours pay;

Employees with eleven months seniority shall receive 11/12 of forty hours pay.

**Section 2.** A Christmas bonus shall be given each employee still working for the Company at the time, who has had one or more years service with the Company. This bonus shall be equal to forty hours pay at the regular hourly rate, (plus \$3.00 additional for each year of service the employee has had with the Company) provided that no bonus in excess of amount allowed by law will be paid. This

practice is voluntary with the Company, and shall continue as long as the Company feels financially justified in so doing. The same plan to be used in paying this bonus to employees with less than a year seniority will be used as in the payment of vacation pay, and the Company shall be the sole judge as to its continuance. The War Labor Board or the proper governmental agency will be contacted in an attempt to increase the Christmas bonus to forty-eight (48) hours for 1943.

## ARTICLE X.

### WAGE PAYMENT PLAN

**Section 1.** Wage payment plans are a matter of local negotiation between the management and Bargaining Committee, and any change from an hourly rate method to an incentive plan of payment must be made on a sound and equitable basis of mutual benefit to employees and the management, and in conference with all laws and regulations concerning wages, and approved by the International Union.

**Section 2.** In view of the mutual benefits accruing to both parties to this contract, through the elimination of graded employees rates and increased production, it is mutually agreed that upon the signing of this contract (all of course subject to Governmental approval) that the basis of procedure will be as follows:

- (a) That until at least a 5% increase in governors shipped in any one month over those shipped in April, 1943; that all wage rates will remain as they are now, and that upon attaining a 5% and less than 10% increase, that 1/4 of the difference between each employees present rate and the top rate in his or her classification, which shall be in effect after taking into consideration both upgrading and a 5¢ general wage increase, shall be paid to each employee for the month in which said 5% increase in governors shipped has been attained, and that on each succeeding 5% and less than 10% increase in any one month, an additional 1/4 of each individual's wage difference between

his or her present rate and the proposed top rate, will be granted until the full 20% increase in production, and the approximate percentage of dollar sales value of governors manufactured over April, 1943 has been attained, at which time all present employees will have obtained the proposed top rate in his or her classification. It is further understood that the proposed increase in production is based on the total production of governors.

- (b) The Company is also willing to agree that after the present discussed 20% increase in governors shipped over April, 1943 has been attained, that they will, with the Committee, prepare a bonus or premium plan to enable all employees to benefit from governors shipped in excess of the above mentioned 20% increase, provided the sales value is approximately 20% higher, whether shipped or not.
- (c) The manner of distribution of such bonus or premium, the time of such distribution; and other details, will be worked out between the Company and the Union Committee.
- (d) In order to clarify beyond any question the operation of the above mutually agreed upon plan, the actual operation would be as follows: Assuming that an employee at the present time is receiving 80¢ per hour, and that the final proposed top rate in his or her classification would be \$1.00, or an eventual increase of 20¢ per hour, then such employee would receive an additional pay of 5¢ per hour for each month in which 5% and less than 10% increase in production has been attained, until the full 20¢ per hour has been granted, upon the Company's receiving the full 20% increase in production and sales value.
- (e) It is further mutually understood and agreed that in computing the future monthly shipments of governors, as

compared to the base month of April, that the special governor No. GC-475 is to be excluded—for the reason that this governor is being manufactured in its entirety (except assembly) by outside sources.

(f) Jobs now classified as women's jobs, which have been agreed to mutually by the Union and the Company, will remain as such during the life of this contract. Women shall receive women's rate with foreman and employees keeping record of time said female employee spends on work classified as a man's job. When the total of hours spent on the job classified as a man's job equals one week's pay, then she shall be paid at a man's rate for that accumulated time.

*if on job  
shorter  
period could  
get into rate*

(g) The Union agrees, as a protection for both parties against non-efficient or non-cooperative employees, that they would upon request of management, review the record and performance of any employee, and that if such employee could not be educated or encouraged to whole-heartedly assist in increasing and maintaining the desired production, that such employee would be replaced.

(h) The proposed increase in production and increase in wage payment is predicated upon the same number of employees as were on the Company's payroll for the month of April, 1943, and that either an increase or a decrease in the number of employees will affect the base comparison figures of governors shipped for April, in like proportion.

(i) It is mutually understood that in some instances a few present employees' wage rates may still be above the proposed eventual top rates in his or her classification, and that while the Company and the Union believe that such out-of-bracket employees rates should

be leveled off to standard top rates, but in the event that Governmental agencies refuse to permit such reduction, that those rates will not be considered as affecting any other present existing or proposed top rate classifications, because, in most instances, these rates are out-of-bracket either by having equalled or exceeded the published rates in the original contract, and by reason of the contract obligation for an additional 5¢ per hour increase in August, 1942, these rates through the natural course of events became so-called "out-of-bracket" rates.

- (j) All wage adjustments due under this contract shall be retroactive to the signing of this contract, except for increases pertaining to the trial period, they shall be retroactive to the date the percentage is attained, and all payable upon the approval of the War Labor Board. The trial period is to begin July 1, 1943.

## **ARTICLE XI.**

### **UPGRADING**

In order to facilitate the better operation of the plant and the betterment of the employees, the following system relative to upgrading shall be in effect:

#### **Section 1. — ESTABLISHMENT OF CONTROL FILE**

- (a) A file shall be established in the Personnel Office containing the employees choice for a higher skilled job.
- (b) The card to contain occupational experience both here and in other plants.
- (c) This information will verify the employees' choice as well as give the Personnel Department evidence necessary in the selection of persons to fill the job or jobs, predetermined as open.
- (d) The file to be maintained by order of seniority within the department of the various employees' choice.
- (e) The upgrading procedure shall be explained to all new employees.

## Section 2. — PROCEDURE IN DETERMINING OPEN JOB

- (a) The Plant Superintendent and Foreman of the department concerned shall be the sole judge of "open" jobs.
- (b) It shall be the duty of the Plant Superintendent to notify the Personnel Department of said open job, or jobs.
- (c) It shall be the duty of the Plant Superintendent to determine whether male or female applicants are needed or desirable to the "open" job or jobs, subject to seniority.
- (d) Upon receipt of open job notice from the Plant Superintendent, the Personnel Department shall survey the applications at hand, first contacting the employees with the greatest seniority and best qualifying background, and notify the Steward of that zone of the choice.
- (e) In the event of refusal by the employee, the reason shall be noted on the "choice card." This refusal if embodying a reasonable excuse, shall not penalize the employee for a later chance at the job of his or her choice.
- (f) When all applications have been exhausted and the quota of open jobs are not yet filled, the Personnel Department shall then turn to the outside to fill the open job, or jobs.
- (g) When the employee or employees have been selected for the jobs determined "open," according to the above procedure, the selectee shall be determined as on trial for a ten (10) day period, if he or she has had previous experience on that job. If no previous experience is shown on that particular job, the trial period shall be for twenty (20) days. If at the end of that probation, he or she proves satisfactory, the probationary period shall be ended. The departmental rate shall be paid for the trial period, if such employee proves satisfactory.

- (h) Open jobs shall be posted for forty-eight (48) hours and in event of emergency the Shop Committee shall be notified of the need.

## ARTICLE XII.

### GENERAL PROVISIONS

**Section 1.** Committee Members and Executive Board Members of the local Union shall head the seniority list during their terms of office, and shall be returned to their original standing on the seniority list at the termination of their office. This is to apply only in the event of a reduction in the force.

**Section 2.** An agreement reached between the Management and Shop Committee is binding on all workers, except any change in the contract, wages and hours, with those subject to ratification by the Union Body.

**Section 3.** Female workers shall be paid the same rate as the rate for men, in instances where they do men's work according to job classifications, as agreed upon and now existing.

**Section 4.** The Company shall have the right to hire in apprentices for the Tool Room, Maintenance Department and Model Shop classifications, only after all sources of available employees in this shop with greater seniority have been exhausted. The plant superintendent, foreman of the department concerned, Union "trainee supervisor" and Personnel Director shall be the judge of available employees.

**Section 5.** No Supervisor or foreman shall be allowed to replace a working employee on work for the trade. If a foreman or supervisor promoted from the ranks is demoted for cause, and not through reduction in force, he shall return to his seniority standing, as of the time he was promoted.

**Section 6.** Anyone issuing orders to any employee in regard to work shall be classified as supervisors, except group leaders and set-up men, whose authority shall be to relay orders given to them by Supervisory. The group leader and set-up-man shall have no disciplinary power.

**Section 7.** When any employee for any reason leaves a higher paid job for a lower paid job (e.g. reduction in force, or failure to perform a higher paid job), he shall accept the maximum wage of the job he is transferred to.

**Section 8.** Plant rules and regulations shall be posted upon the Company bulletin boards after being submitted to the Bargaining Committee for ten (10) days, and become effective twenty-four (24) hours after posting.

**Section 9.** Management of the plant and direction of the working force shall be vested exclusively in the Company.

**Section 10.** The Company agrees to maintain for the Union necessary bulletin boards within the plant, not to exceed five (5), to be erected at mutually agreed upon places, for the exclusive use of the UAW-CIO Local No. 940 for the official Union business. The bulletin boards shall be glass enclosed with a lock, and bulletins posted therein shall be signed by the President and Chairman of the Bargaining Committee, and approved by the Personnel Director. Notices shall be posted only by Chairman of the Bargaining Committee or President of the Union. Use of public address system shall be limited to the Company, except the President and Chairman of the Bargaining Committee may request its use, with the permission of the Personnel Director.

**Section 11.** In case the laws of the United States are changed to either increase or decrease permissible working hours and overtime rates, modification of the section on "working hours" shall be subject to negotiations, without regard to the provisions of this agreement.

**Section 12.** Committeemen shall be governed by the local plant rules regarding employees entering and leaving the plant. However, members of the Shop Committee may leave the plant when arrangements are made with the Plant Management by the President of the local Union, Chairman of the Shop Committee, or International Representative.

**Section 13.** No woman shall be given a man's job other than those now agreed to, until the man-power in the plant is exhausted, providing this does not conflict with governmental regulations. ✓

**Section 14.** In regard to the operation of the plant, it sometimes becomes necessary to move employees from one operation or job to another; it is therefore agreed that when employees are requested by their superior to operate another job other than their regular job, they will comply with such request with the understanding, if by such change the employee feels he or she has a grievance, the Steward of such employee will be provided, and the regular grievance procedure followed.

### **ARTICLE XIII**

#### **WAGES AND HOURS**

**Section 1.** Employees shall not be required to work more than eight (8) hours in any one day, nor more than forty (40) hours in any one week, except as hereinafter provided. No week shall be deemed to start on Sunday. There shall be a specified starting and quitting time, and no man or woman shall work before or after specified hours without receiving overtime pay, unless such employee comes in late of his or her own free will; provided, however, that in event the standard work week is changed by operation of law, then this clause shall be changed to conform to such law; and provided further that any employee coming in late shall cease work at the end of his shift, unless his or her shift works overtime.

**Section 2.** Time and one-half shall be paid for all work in excess of eight (8) hours per day in any continuous 24 hours, beginning at the starting time of the employees shift.

**Section 3.** Time and one-half for all work in excess of forty (40) hours in any week, less all time for which daily overtime has been earned.

**Section 4.** Time and one-half for all work on the sixth day of the calendar week, provided that if the employee has lost time for personal reasons not to exceed eight (8) hours per day during the first five days of the calendar week, he shall be paid straight time for work on such sixth day until such lost time has been made up.

**Section 5.** Double time for all work on the seventh day in the calendar week, provided that if the employee has lost time for personal reasons not to exceed eight (8) hours per day, during the preceding six days, he shall be paid straight time or time and one-half, as the case may be, on the seventh day until such time lost has been made up.

**Section 6.** Any employee who takes advantage of the overtime provision mentioned herein by working overtime hours and then losing time by coming in late, or laying off without good cause during the same pay period shall be subject to disciplinary measure.

**Section 7.** Any employee sent home before having worked three (3) hours, or permitted to come to work without having been properly notified that there would be no work, shall receive a minimum of three (3) hours pay at the regular rate of pay.

**Section 8.** It is further agreed that employees shall continue to receive five (5) cents per hour additional compensation for working on the second and third shifts. This will be increased to six (6) cents, subject to approval by the proper governmental agency.

**Section 9.** Wage adjustments in an equalization program in regard to wage classifications and rates now paid by the Company are agreed upon and are to become effective upon the signing of this agreement, and are shown herein and are made a part hereof, but are subject to Federal regulations and approval. This contract is frozen over for the duration of the present wage freezing order.

**Section 10.** No premium wage or extra compensation will be paid for work on customary holidays, except that time and one-half wage compensation shall be paid for work performed on any of the following holidays only: New Years Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and either Memorial Day or one other such holiday of greater local importance; management to be notified of selection.

## ARTICLE XIV.

### STEWARDS AND COMMITTEEMEN

**Section 1.** Stewards shall have greater seniority than any other hourly rated employee in their respective departments or zone. They shall be offered work for all regular, overtime or holiday work in their respective district for the purpose of representation, if any employee is working.

**Section 2.** Committee members of the local Union shall head the seniority list during their term of office, and shall be returned to their original standing on the seniority list at the termination of their office.

**Section 3.** At least one member of the Bargaining Committee shall be offered work when ten or more employees are working in the plant. If fifteen or more employees covered by this agreement are working in the plant on their shift at regular hours, overtime or holidays, the members of the Bargaining Committee on that shift shall be offered work for the purpose of representation.

### JOB CLASSIFICATION

TOOL AND JIG CRIB	Hire	6 Mos Top
<i>Woman now working</i> Jig, Fixture, Tool, Gauge and Layout Inspector (Layout for Sample Castings only)	1.10	1.20
TOOL and CUTTER GRINDER	1.10	1.20
CRIB ATTENDANT—(This job subject to proposed 5¢ raise.....)	.75	(90 days) 1.00
WOMEN ATTENDANTS—(This job subject to proposed 5¢ raise....)	.60	.75 (6 Mos.)
<i>But no woman on this job</i>		
<b>AUTOMATIC SCREW MACHINE</b>	1.00	1.19
<b>EXTERNAL PRECISION GRINDERS</b> (Norton & Similar Machines)	1.05	1.15
<b>MACHINE REPAIR MEN</b>	1.10	1.20
<b>MACHINE REPAIR HELPERS</b>	.80	.95

✓ MODEL SHOP OPERATORS.....1.10 1.20

MAINTENANCE MEN.....1.05 1.15

MAINTENANCE MEN  
HELPERS .....80 .95

PLATING DEPARTMENT

Plater responsible for solutions 5¢ above top rate in department.

Platers (not subject to 5¢ increase) .....1.02 1.12

SET UP MEN, GROUP LEADERS and FLOOR INSPECTORS, 5¢ ABOVE "GOING RATE" IN THE DEPARTMENT IN WHICH THEY OPERATE.

GENERAL FLOOR INSPECTORS (not to exceed 2) 5¢ ABOVE OTHER FLOOR INSPECTORS.

(In case of absence of Floor Inspector, General Floor Inspectors are to fill the vacancies).

✓ = ~~WOMEN~~  
NOW WORKING

	Hiring Date	30 Days	60 Days	90 Days
✓ SCREW MACHINE DEPARTMENT .....	.90	.95	1.00	1.05
✓ DRILL PRESS DEPARTMENT .....	.84	.89	.94	.99
GRINDERS (External Precision excluded) .....	.90	.95	1.00	1.05
✓ PUNCH PRESS DEPARTMENT .....	.81	.86	.91	.96
✓ MILLING MACHINE DEPARTMENT .....	.84	.89	.94	.99
✓ ASSEMBLY and REPAIR .....	.80	.85	.90	.95
✓ INSPECTORS .....	.85	.90	.95	1.00
✓ STOCK ROOM .....	.75	.80	.85	.90
SHIPPING and RECEIVING .....	.85	.90	.95	1.00

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"Women's Jobs" are on light  
Assembly -

✓ JANITORS, SWEEPERS,  
WATCHMEN, ETC.....70 .75 .80 .85

HEAT TREAT  
DEPARTMENT .....85 .90 .95 1.00

SNAG GRINDING  
ROOM .....80 .85 .90 .95

### TOOL AND DIE DEPARTMENT APPRENTICE SCHEDULE

Hiring Rate	After 6 Mos.	After 1 Yr.	After 2 Yrs.	After 4 Yrs. or 8320 Hrs. whichever is attained first
.75	.90	1.00	1.15	1.30

Any employee advanced from any other department to the Tool Department as an apprentice shall retain their departmental rate until the apprentice schedule of rates catches up with their rate.

At any time that a reduction in force would cause a reduction in the Tool Room before the end of the required four years, this employee shall return to his original department at the top rate for that department, with accumulated seniority in both departments. If he then returns to the Tool Room, he retains his previous Tool Room seniority toward the completion of his Tool Maker's apprenticeship.

This covers all present Tool Department apprentices.

ALL TOOL MAKERS—CLASSED AS SUCH 1.30

(Exceptions are to be made in this department for necessary sample and production work).

	Hiring Rate	30 Days	60 Days	90 Days
STOCK MOVERS .....	.70	.75	.80	.85
GENERAL LABOR .....	.70	.75	.80	.85

## CHOKE DEPARTMENT

		60 Days	120 Days	180 Days
CHECKER	.....90	.95	1.00	1.05
ASSEMBLER	...85	.90	.95	1.00
		30 Days	60 Days	90 Days
COIL				
WINDER	.....80	.85	.90	.95

## SPECIALISTS CLAUSE

It is agreed that the Chief Plater, Defumer operator and Metallurgist in this plant are classed as Specialists. They will be permitted to carry on the work concerned with their duties, and their rates determined in the wage scale by name:

### SPECIALISTS:

Plating	.....	1.30
Defumer	.....	1.05
Metallurgist	.....	Straight Time

The Management agrees to join with the Union representatives in seeking a five cent increase to the top wages for all classifications starting in this printed wage scale with the Screw Machine Department. This five cents to apply to the maximum rate only, and no employees rate shall exceed the minimum rate for his or her classification.

The Choke Department, The Tool and Jig Crib and other attendants, Automatic Screw Machine, External Precision Grinders, Machine Repair Department, Model Shop, Maintenance Department and Plating Department are excluded from the increase mentioned above, as these departments have already been negotiated, as new classifications.

"The Company also agrees to join the Union before the proper Governmental agency in an appeal to gain a five cent increase for all women's rates. This means women on women's jobs.

It is understood by both the Union and the Company that all clerks, (as outlined in Article I. Section 1) and Stock Chasers are not subject to this agreement. It is further agreed that time checkers are performing women's work.

## TERMINATION

This agreement shall continue in full force and effect for one year from the date hereof, and from year to year thereafter, unless at least sixty (60) days prior to any expiration date, either party notifies the other party in writing of its desire to terminate as of that date.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives, this the Nineteenth day of June, 1943.

THE PIERCE GOVERNOR COMPANY  
1625 OHIO AVENUE,  
ANDERSON, INDIANA.

W. M. Cullough  
President  
W. L. Lee  
Secretary  
W. L. Hughes  
Personnel Director.

INTERNATIONAL UNION, UNITED  
AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF  
AMERICA, LOCAL #240

Arnold Stewart  
Regional Director of Region #2.  
Walter D. Roman  
International Representative  
Thomas Callender  
President of Local #240  
J. F. Hinton  
Financial Secretary.  
Ray Schinkle  
Bargaining Committee  
Robert Fox  
Bargaining Committee.  
Robert Wilson  
Bargaining Committee.  
Dan Moore  
Bargaining Committee.  
Chauncey Ball  
Bargaining Committee.

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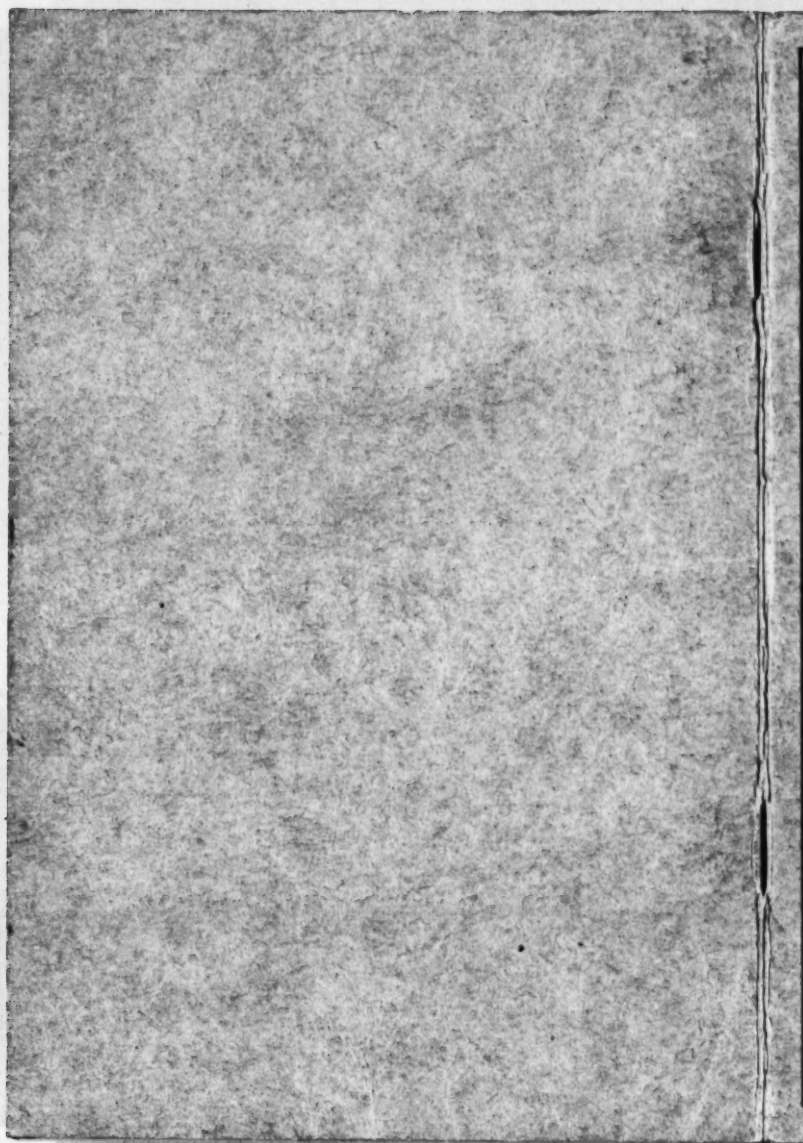
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# Agreement

between

**BRIDGEPORT BRASS  
ORDNANCE PLANT**

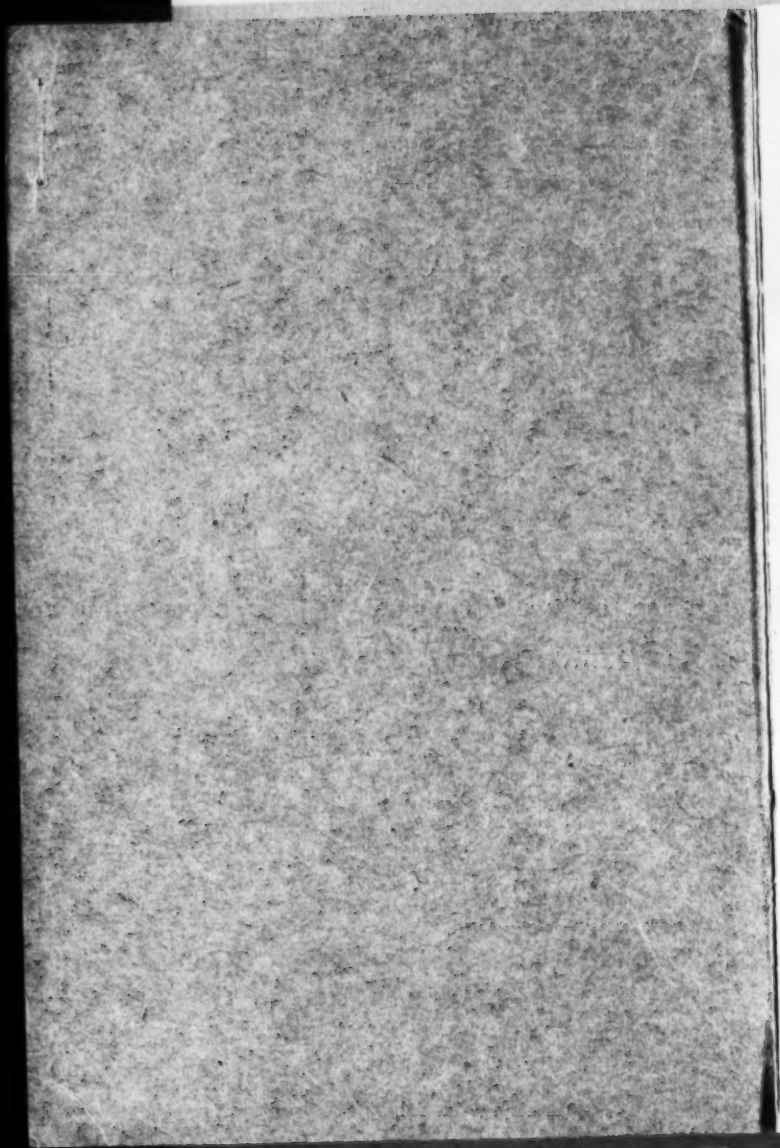
*Indianapolis*  
and

**International Union of Mine,  
Mill and Smelter Workers**

**Local No. 607**

**(AFFILIATED WITH THE C. I. O.)**





# *Agreement*

*between*

**BRIDGEPORT BRASS  
ORDNANCE PLANT**

*and*

**International Union of Mine,  
Mill and Smelter Workers**

**Local No. 607**

**(AFFILIATED WITH THE C. I. O.)**



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Wages and Rates of Pay . . . . .	7a to 11a, Incl.

## ARTICLE OF AGREEMENT

- 1 This agreement made this 15th day of April, 1944, between BRIDGEPORT BRASS ORDNANCE PLANT, Indianapolis, Indiana, hereinafter referred to as the "Ordnance Plant," and the INTERNATIONAL UNION OF MINE MILL AND SMELTER WORKERS, LOCAL #607 (affiliated with the C.I.O.), hereinafter referred to as the "Union."

## PREAMBLE

- 1a It is the intent and purpose of the parties hereto that this agreement will improve and promote harmonious industrial and economic relationship between the employees and the management of the Ordnance Plant, and to set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment to be observed by both parties.

## RECOGNITION

- 2 The Ordnance Plant recognizes the above designated Union as the exclusive representative of all the production and maintenance employees of the Ordnance Plant, for the purpose of collective bargaining in respect to rates of pay, hours of work, and other conditions of employment, provided that such representation shall not include plant guards, supervisory employees ranked as foremen, foreladies, or higher, office workers including office employees directly responsible for the records on which production and maintenance workers' pay is based, and all salaried employees. There shall be no discrimination on account of race, color, sex, religion or political belief.
- 2a Membership in the Union is not a condition of employment in the Ordnance Plant.
- 2b An employee transferred or promoted to a position for which the Union does not have bargaining rights may request a withdrawal card from the Union if he so desires.

## UNION MEMBERSHIP

- 3 The Ordnance Plant recognizes and will not inter-

fere with the right of its employees to become members of the Union. The Union agrees not to engage in solicitation for membership on Company time.

- 3a All employees who have signed voluntary dues deduction cards or who may sign them during the life of the contract shall as a condition of employment during the life of the contract maintain their membership in good standing with the Union by:

1. Keeping their dues paid up to date.
2. Abiding by all the provisions of the current agreement between the Ordnance Plant and the Union.

- 3b Employees who sign dues deduction authorization cards retain the right to revoke same in writing within fifteen days after the expiration date of the present contract or any extension thereof. Such notice shall be addressed to the Assistant Plant Manager of the Ordnance Plant and a copy to the Union. Unless such notice is received by the Ordnance Plant and the Union within fifteen days after the expiration date of the present contract or any extension thereof their authorization will be automatically extended for the life of the new contract.

## **DUES**

- 4 Upon receipt of written request from any eligible employee on a form mutually agreed upon, the Ordnance Plant will deduct for each month from the wages due said employee monthly dues not to exceed one dollar fifty cents (\$1.50) per month beginning May 1, 1944 and for the duration of the agreement.
- 4a In the case of a new member of the Union the Ordnance Plant agrees to deduct from wages due the employee upon his written request an amount not to exceed three dollars (\$3.00) for the first month, covering initiation fees and dues, and an amount not to exceed one dollar fifty cents (\$1.50) per month thereafter for dues for the duration of the agreement.

4b In the case of a member of the Union in arrears six (6) months or more and wishing reinstatement the Ordnance Plant agrees to deduct from the wages of such employee upon his written request an amount not to exceed five dollars (\$5.00) as reinstatement fees and dues for the first month, and ~~an amount not to exceed one dollar fifty cents (\$1.50)~~ per month thereafter for dues, for the duration of the agreement.

4c All money so deducted by the Ordnance Plant shall be paid to an authorized officer of the Union on or before the fifth day of the month following that for which the deductions are made.

5 It is understood that monthly deductions shall be made from wages paid on the second pay day of the calendar month, or, if no pay is due, then on the next pay day on which wages are paid.

6 The Ordnance Plant shall not be liable to the Union for its failure to make such deductions and shall only be responsible to the Union for actual deductions made in accordance with the written requests received.

## WAGES AND RATES OF PAY

7a The hiring rate for male employees shall be sixty-five (65) cents per hour, and for female employees fifty-five (55) cents per hour subject to any revision of these rates which may be agreed upon hereafter as provided for in this agreement.

7b At the end of thirty days from date of hiring a guaranteed increase of five cents per hour shall be paid. At the end of ~~ninety days a second increase of five cents per hour shall be paid to all employees except those who have been placed on premium jobs.~~ At the end of one hundred and twenty days each employee shall have reached the minimum job classification rate by any amount still due according to schedule.

7c Individual rates of hourly workers shall be reviewed from time to time and employees shall be advanced within the

job classification brackets as their experience and increased efficiency permit.

- 7d Women hired to replace men on substantially identical jobs will receive the hiring rate for female employees for a trial period of fourteen (14) days. At the expiration of the fourteen (14) day trial period, if the woman has demonstrated the ability to do a man's quality and quantity of work without the additional assistance, she will be considered qualified for the man's job and be advanced to the hiring rate for male employees. A woman performing a man's job will receive increases above the male employee's hiring rate on the same basis as a man.

- 8 A five cent per hour bonus will be granted to employees who are assigned to work on the second and third shifts. Unless otherwise arranged, the following will be considered standard shift operations:

1st Shift	7 a.m. to 3 p.m.
2nd Shift	3 p.m. to 11 p.m.
3rd Shift	11 p.m. to 7 a.m.

- 9 It is recognized that changing conditions and circumstances may from time to time require modifications in wage rate plans or adjustment of certain wage rates, including development of new manufacturing processes, changes in the nature of the business done, or mechanical improvements developed to improve the products or methods of manufacturing. Under such conditions the following procedure will prevail.

- 9a Management will establish appropriate hourly base rates by its regular procedure of job evaluation. Any such rates that may be questioned will be made available to employees of that classification upon request. The rates for production incentives will be established by the application of accepted industrial engineering methods.

- 9b If after a trial period of fifteen days following the establishment of an incentive rate, there is dissatisfaction re-

garding the same, the Union or the Ordnance Plant may request that a new time study of such job be made and the Union may appoint an employee of the Ordnance Plant who is familiar with the type of work involved to attend the time study being made. Any adjustment of rates after a new time study has been completed shall be effective as of the day immediately following the determination of such adjustment unless otherwise agreed upon.

9c If the management of the department or division and the Union are unable to agree upon the results of the time study, the rate in dispute will be settled through the regular procedure for handling grievances.

9d On all premium jobs where a rate has already been established, the management will make no reduction of such rate unless the operation has been changed by the adoption of different methods, materials, tools, equipment or clerical error. The operator will be advised of any new rates before he begins to work on same.

9e An employee temporarily removed from his regular premium job for a period of less than thirty days, in order to try out new equipment or operate an experimental or development job, will be paid on the basis of seventeen per cent above his hourly base payroll rate. However, if he is given other work temporarily because there is none of his regular work available, he will be paid his hourly base payroll rate, plus any premium he earns if it is a premium job. The operator will be advised of any new rates before he begins to work on the same.

10a An employee, temporarily placed for a period of less than thirty days on a job other than his regular work, will receive the same hourly base payroll rate that he has been receiving unless otherwise arranged for.

10b An employee, permanently transferred to a higher hourly base rate job, shall receive the higher hourly base rate. An employee, permanently transferred to a lower hourly base rate job because of lack of work in his regular occupation, or

because of demotion, or at his own request, or on account of major repairs, shall receive the hourly base rate of pay for the job to which he is transferred.

- 11 None of the above paragraphs under Wages and Rates of Pay will preclude the adjustment of individual or group hourly base payroll rates of pay where inequalities prevail in any department. Such questions will be adjusted according to the regular grievance procedure during the term of this agreement.

- 11a An employee's hourly base payroll rate is the amount per hour guaranteed the employee regardless of his output; this rate is shown on the payroll records.

## **HOURS OF EMPLOYMENT**

- 12 Regular hours of labor for hourly paid employees shall not exceed forty (40) hours per week, divided over five (5) working days of eight (8) hours each. The standard work week will consist of forty (40) hours beginning with the first shift Monday and any hours in excess of forty (40) hours per week will be considered overtime hours.

## **OVERTIME**

- 13 For hours in excess of eight (8) hours in any twenty-four (24) hours or in excess of forty (40) hours in any payroll work week, the Ordnance Plant agrees to pay employees at the rate of one and one-half times the employee's straight time hourly earned rate of pay.

## **CALL IN TIME**

- 14 Unless notified before leaving his department at the end of the shift, an employee reporting for work on his next regular shift, and the anticipated work does not materialize, shall be offered substitute work to the extent of at least four hours time from the start of his shift and at least at his hourly base payroll rate. Substitute work means any work within the reasonable capacity of the individual to perform, whether in

actual production or in assisting in Plant Maintenance. In such cases, if the substitute job is on a premium basis, the employee shall be paid his guaranteed hourly base payroll rate plus whatever premium he may earn.

- 15** The Ordnance Plant's obligation to pay for the four hours shall not apply if the employee refuses the substitute work, or if the failure to provide work is due to a flood, fire or other causes beyond the Ordnance Plant's control.

Employees refusing to accept substitute work shall not have the day counted as a day worked in computing overtime for the sixth or seventh day of work.

- 16a** Time and one-half rates shall be paid to all employees for any work performed on their sixth day of work in the established company work week and double time for any work on the seventh consecutive day of work in the established company work week.

- 16b** Time and one-half shall be paid for work done on any of the following six holidays:

New Years Day

Labor Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

The above holidays will be considered as days worked for purposes of computing overtime pay for the sixth and seventh day even though no work is performed on the holiday.

- 16c** Payment of overtime rates shall not include duplication of overtime wage payment for the same hours of labor. For example, overtime paid on a daily basis shall not be duplicated on a weekly basis.

- 17a** If an employee does not report for work on his next regular shift the day will not be counted as a day worked.

- 17b** If an employee reports for work but does not work his full shift due to reasons of his own, only those hours worked will be counted in computing his overtime pay, and

the hours worked on that day are not considered as a "day worked." However, if an employee only worked part of his shift due to reasons beyond his control, the day is to be counted as a day worked.

- 17c Any day considered a day worked for the computation of the seventh (7th) consecutive day will also be considered a day worked for the computation of the sixth (6th) day worked in a regularly scheduled work week.

- 18 Foremen shall act in a supervisory capacity and they shall not regularly perform any work outside of their regular functions except as permitted by law. However, foremen shall not be prohibited in the exercise of their duties to perform such work as may be necessary in giving instructions in the use of tools, equipment, or methods.

## **MANAGEMENT**

- 19 The Ordnance Plant has and will retain the exclusive right and power to manage the plant, and direct the working forces, including the right to hire, suspend, discharge, promote, demote, or transfer its employees for just cause, establish shifts as found necessary for maximum war effort, and make such rules relating to operations as it shall deem advisable, except as set forth in this agreement.

## **UNION**

- 20 The Union agrees that it will cooperate with the legitimate and reasonable efforts of the Ordnance Plant to improve the skill, efficiency, ability and production of the working forces, the quality of its products or improved methods and facilities of production, provided that such efforts are not contrary to or in conflict with the provisions and spirit of this agreement, and shall not be used for purposes of discrimination against any member of the Union.

## **VACATION POLICY**

- 21a All employees who have completed twelve months of continuous service on the payroll of the Ordnance Plant

by July 1, 1944, shall be entitled to a week's vacation with an average week's pay based on the average number of hours worked per week during January, February, and March of that year, at the earned rate for the period.

Forty-eight hours will be considered the maximum pay for this group. Forty hours will be considered the minimum pay for this group. One week's vacation shall consist of seven consecutive days.

21b Vacations will, as far as possible, be granted at times most desired by employees according to their seniority, but the final right to allotment of vacation period is exclusively reserved to the Ordnance Plant in order to insure the orderly operation of the Plant.

22 It is the intention of the management that to the greatest degree possible, eligible employees shall receive the benefit of actual vacation from work; however, in certain cases where emergency may require, the Ordnance Plant may require any eligible employee to continue to work and receive additional vacation pay as above provided in lieu of an actual vacation from work.

## **SELECTIVE SERVICE POLICY**

23 Those employees called for service under the National Guard resolution or Selective Service Act of 1940 or those who enlist in any of the Armed Forces of the United States including the Maritime Commission Service will be given one month's wages, if they have one year or more of employment at the time they are called. To those who have been employed nine, ten or eleven months, three weeks' pay will be given; and to those with six, seven or eight months' employment, two weeks' pay will be given. These amounts are to be paid to their order upon final induction into the Service. The specified amounts to be paid will be based on the average of the three months' earnings immediately preceding their leaving the job and at the earned rate.

24a The seniority of any employee of the Ordnance

Plant who enters the Armed Forces of the United States including the Maritime Commission Service, during the present emergency, shall accumulate during the period of such service, and for fifty days thereafter. During this time the employee will retain his position on the seniority list.

- 24b Such employee shall be re-employed according to seniority, in the same type of position as that vacated at the beginning of such service in the Armed Forces of our country, or if this is impossible, in a position as nearly like the former position and rate of pay as is possible, unless the Ordnance Plant situation has so changed as to make it impossible or unreasonable to do so.

- 24c Such employee shall be required to apply for re-employment within forty days after his discharge from the Service. If this requirement is met, the Ordnance Plant agrees within the limits of the above paragraph to rehire the worker not later than ten days after such application.

## **SENIORITY**

- 25 Seniority shall be the relative status of employees in the five general departments in respect to length of service with the Ordnance Plant. The five general departments are metal room, casting shop, rolling mill, fabricating, and maintenance departments.

Length of service shall be the total service with the company excluding any service prior to a quit or discharge. Where ability and efficiency are equal seniority excluding any service prior to a quit or discharge shall be recognized.

- 26a New employees shall be regarded as temporary employees for the first ninety days of their employment. There shall be no seniority among temporary employees and the Ordnance Plant shall not be responsible for re-employment of temporary employees if they are discharged or laid off during this period. After ninety days on the payroll they shall cease to be temporary employees and shall be given seniority record

in their respective departments and according to their job classification dating from the day of hiring.

The Ordnance Plant will maintain seniority lists of all employees by general department a copy of which will be furnished the Union office every six months and additions thereto monthly as they occur.

26b An employee may apply for transfer from one general department to another provided an opening occurs. Then he should request a transfer from his foreman. The foreman will then contact the Personnel Department to find out if there are any jobs open in other departments for which this person is qualified.

26c When an employee is transferred from one general department to another for any reason, there shall be no loss of seniority. However, in case of temporary transfer not exceeding three months, such employee shall retain his seniority in the department from which he has been transferred, and not in the new department. In a transfer of more than three months' duration, the employee shall carry his seniority rating with him into the new department.

27 When conditions in any general department warrant a general decrease of employees, new employees without seniority shall be laid off first.

28 Should a further reduction in operations below the standard work week be necessary in any general department, the Ordnance Plant will consult with the Union to determine whether there shall be a reduction in the number of hours worked by each employee involved per week or a reduction in the working force, by laying off from the seniority list according to seniority standing, but in accordance with paragraph No. 25. The Ordnance Plant shall submit to the Union the seniority standing of those who are to be laid off. A list of such employees selected for lay off will be posted on the bulletin board at least forty-eight hours in advance exclusive of Sundays and Holidays, with reasons for the lay off.

**29** The Ordnance Plant shall be entitled to hire or retain any employee irrespective of seniority who possesses exceptional value to the operations of the Ordnance Plant by reason of special knowledge, training or ability to perform a particular kind of work, provided this exception shall not have effect in cases involving jobs requiring no particular skill.

**30a** The Ordnance Plant may discharge an employee for proper cause. In case of a discharge, the employee will be interviewed by the Personnel Department and the cause for discharge given. Upon request of said employee, the steward shall be present at the interview.

**30h** The Personnel Department shall notify the stewards in the department in which the employee works giving the reasons for discharge when same becomes effective. In case of a discharge by the foreman, the man is suspended from work immediately.

**31** If such discharged employee desires to make a complaint concerning his discharge, his steward shall file the same in writing with the Personnel Office of the Ordnance Plant within two working days following the discharge exclusive of Sundays and Holidays.

**32** For the purpose of considering the complaint, a meeting of the Shop Committee of the Union and representatives of the Ordnance Plant referred to in the fourth step of the Grievance Procedure shall be held within the first working day following the filing of the complaint. The discharged employee shall be notified of the time of the hearing by a member of the Shop Committee and shall appear in person at such hearing. A decision shall be rendered within four days from the date of discharge, but in the event the employee is unable to attend the hearing for reasons beyond his control, an extension of time shall be granted.

**33** If an employee fails to file the complaint within the time specified, or fails to appear at the hearing, except as set forth in paragraph 32, or upon such hearing is not found to

have been improperly discharged, this discharge shall stand. If he is found at such hearing to have been improperly discharged, he shall be reinstated and receive his regular hourly base payroll rate of compensation not to exceed four days' pay.

- 34 An employee shall lose his seniority rights and be removed from the Ordnance Plant seniority records if:

He is discharged for cause.

He quits or resigns.

He is absent for five working days without reporting except when he is prevented by sickness or accident.

He has been unemployed by the Ordnance Plant for a continuous period of one year.

He declines re-employment when recalled or does not make suitable arrangements within three days after notification; or does not give satisfactory reason for not reporting.

- 35 Recall of employees having seniority rating to their customary work shall be conducted in the reverse order of their previous lay off, subject to the conditions of paragraph Nos. 24, 25 of this agreement.

- 36 An employee laid off from one general department will be called back to work which he is capable of performing in another general department where such work is available, before any new employees are hired for such work.

- 37 Any employee who has been laid off and who secures temporary work elsewhere during such layoff shall not lose his seniority rights, provided he reports for work within three working days after being notified, or reports as promptly as possible with satisfactory reasons.

## **STEWARDS**

- 38a The Ordnance Plant will recognize as stewards representing the Union, in their respective departments, employees who are definitely certified to the Ordnance Plant in writing by the Union.

As a temporary measure the stewards will be limited to one steward to every fifty employees. This will be in effect until such time as a mutual agreement has been reached as to the steward set up.

**38b** The Union may designate a number of these stewards for preferential standing at the head of the seniority list in their respective general departments during their term of service as stewards. There shall be no more than six (6) such stewards placed at the head of the seniority list in any of the five general departments covering the three (3) shifts, except that in any general department employing one hundred (100) or less, there shall not be more than three (3) stewards at the head of such general department list.

**38c** No employee shall be recognized as a steward who has not first established his seniority rating. The Union will notify the Ordnance Plant on the expiration of any steward's term of service.

**38d** All shop stewards shall confine their activities to departments for which they are certified.

**39** Any employee elected or appointed to an office in the Union which requires him to be absent from his regular work shall, upon written application therefor, be granted leave of absence without pay and without loss of seniority for such time as he holds such office; but in order to maintain his service records with the Ordnance Plant, said leave of absence must expire within twelve (12) months after the same is granted, but may by mutual consent be extended.

When the requirements of the Ordnance Plant will permit, an employee shall on his request three days in advance, and for reasonable cause, be granted leave of absence without pay for a limited time. An employee on leave, who, without the consent of the Ordnance Plant, engages in other employment or who fails to report to work on or before the expiration of his leave, will be considered as having quit. Such leaves of absence should be in writing, signed by an authorized member of the Personnel Department and approved by the Department Head.

## **BULLETIN BOARDS**

- 40 The Ordnance Plant will provide bulletin boards in the principal departments of, or at suitable locations in, the plant. For the purpose of giving official notices to its members, the Union shall have the right to make reasonable use of the bulletin boards, provided that all such notices shall be submitted to the Personnel Department for approval and posting. All notices so submitted shall be signed by an authorized representative of the Union. The Ordnance Plant will not delay posting of notices which are approved or returning those not approved.

## **GRIEVANCE PROCEDURE**

- 41 All grievances, questions and disputes between the parties hereto in respect to the interpretation or application of any of the terms or provisions of this agreement shall be discussed and their satisfactory settlement will be attempted according to the following procedure, and the Ordnance Plant will notify the Union of the disposition thereof;

If an employee finds there is anything in respect to his rate of pay, hours of work, or condition of employment which he doesn't understand or thinks is unfair he should consult his foreman for clarification. If the matter is not explained or corrected to his satisfaction he shall enter a grievance in the following manner:

First: An aggrieved employee may request his foreman to call the departmental steward to handle the grievance, and the foreman shall arrange for the presence of the steward. The foreman, with the assistance of the employee, shall make a written record of the grievance or question on forms provided for that purpose by the Ordnance Plant, the foreman keeping two copies thereof, one of which will be given to the plant superintendent, and the steward shall be given two copies, one of which he shall give to the Secretary of the Union; all copies to be signed by the foreman and the stewards.

Second: Between the stewards designated by the Union in the department where the grievance occurs and the general foreman of the department.

Third: Between the stewards designated by the Union in the department where the grievance occurs and the department head.

Fourth: Between the shop committee of the Union, its International Representative if desired, and the superintendent and department head.

Fifth: Between the shop committee of the Union, its International Representative and representatives of the Ordnance Plant's management.

Sixth: By reference to the State Board of Mediation and Arbitration of the State of Indiana for mediation.

- 42 In the event that the alleged grievance or matter for consultation involves employees in more than one department or where there are unusual circumstances existing, either party may initiate such discussion starting with the fourth step listed above.
- 43 The management may submit grievances to be handled through the regular grievance procedure.
- 44 Any employee involved in a grievance submitted by the Union, may upon request, appear personally in any steps listed above.
- 45 Such officers of the Union and stewards who are in the Ordnance Plant employ and who shall be designated by the Union for the purpose of adjusting grievances arising under this agreement or carrying into effect any of its provisions, will be granted absence permission from their regular duties without loss of time or pay and will be compensated at their regular hourly payroll rate. The shop committee shall not include more than nine (9) employees.
- 46 A steward when absenting himself from his work for grievance activities shall report to his foreman before going

and report back upon his return. If he must leave his regular section of the plant, he shall get a pass from his foreman designating what other department he intends to enter.

- 47 During the term of this agreement there shall be no lockouts by the Ordnance Plant, or strikes, refusal to work, or other interferences with the normal conduct of the Ordnance Plant's business sanctioned by the Union, until every effort has been made and exhausted to settle any question, grievance or dispute by negotiation in accordance with the procedure in full herein provided.

## **NOTICES**

- 48 Any notice to be served under any of the provisions of this agreement, shall, when to be served on the Union, be deemed to be duly served if mailed in a registered envelope, postage prepaid, addressed to the Union at the headquarters or business office of said Union, in Indianapolis, Indiana, and, when to be served on the Ordnance Plant, be deemed to be duly served if mailed in a registered envelope postage prepaid, addressed to the Ordnance Plant in Indianapolis, Indiana. The date of the beginning of notice shall be the date stamped by the postal authorities in Indianapolis on the envelope containing the notice.

## **GENERAL CLAUSES**

- 49 Any person who accepts employment with the Ordnance Plant under the terms of this agreement shall be bound by the terms thereof.
- 50 Should any valid Federal or State law or the final determination of any Board or Court of competent jurisdiction affect any provision of this agreement, the provision or provisions so affected shall be made to conform to the law or determination and otherwise the agreement shall continue in full force and effect.
- 51 At any time upon thirty (30) days' written notice, either party may advise the other that it desires revision or modification of any designated provision or provisions of this

agreement. If any revision is thus proposed, the parties shall negotiate the same and attempt to reach an agreement with respect to the proposed change or changes. If the parties fail to agree regarding the proposed change or changes, then this agreement shall continue in full force.

## DURATION

52 This agreement shall be effective as of May 1, 1944 and shall remain in force until May 1, 1945.

53 Unless at least thirty (30) days and not more than forty-five (45) days prior to the end of any effective period either party shall serve written notice upon the other that it desires revision or modification of any designated provision or provisions of this agreement or a termination thereof, it shall be considered automatically renewed for successive periods of twelve (12) months. If any revision is thus proposed the parties shall negotiate the same and attempt to reach an agreement with respect to the proposed change or changes.

54 If the parties agree with respect to the proposed change or changes, not later than the expiration date of the effective period, then a new agreement embodying the proposed change or changes shall be drawn and shall become effective from the expiration of the previous period. If the parties fail to agree regarding the proposed change or changes by the expiration date of the effective period, then this entire agreement shall terminate as of that date, unless extended by mutual consent.

55 It is mutually understood and agreed that this agreement is subject to the approval of the Army Ordnance Department, and the War Labor Board if necessary. Immediately upon ratification of the membership a joint request of the Union and the Ordnance Plant will be made for immediate ratification by these Government departments. If ratified as written all terms of the agreement will go into effect immediately. If any changes are required the Union and the Ordnance Plant will take such further steps as may be agreed upon.

Signed this 15th day of April, 1944

FOR THE COMPANY:

HERMAN W. STEINKRAUS

*President and General Manager*

MEAD W. BATCHELOR

*Vice President and  
Plant Manager*

E. E. ARMSTRONG

*Director of Industrial Relations*

ROBERT N. ALLEN

*Assistant Plant Manager*

PAUL M. FIFER

*Personnel Manager*

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FOR THE INTERNATIONAL UNION OF  
MINE, MILL AND SMELTER WORKERS LOCAL #607 (C.I.O.):

ANGELO VERDU

*Board Member*

DESSIE M. SAFERIGHT

*President, Local #607*

CARSON C. PRESTON

*International Representative*

CHARLES WEAVER

*Vice President, Local #607*

DOROTHY R. MCNEELY

LEO M. JENKINS

JOSEPH SMITH

JOHN W. FREEMAN







# CONTRACT

BETWEEN

LOCAL 81, U. A. W.  
(CIO)

AND

**Union Malleable Iron  
Company**

**OF DEERE & COMPANY**

East Moline, Ill.



Entered into March 22, 1943



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## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 22nd day of March, 1943, by and between **UNION MALLEABLE IRON COMPANY OF DEERE & COMPANY**, East Moline, Illinois, hereinafter called the Company, and **Local 81 of the INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA**, affiliated with the **CONGRESS OF INDUSTRIAL ORGANIZATIONS**, hereinafter called the Union, **WITNESSETH:**

That for and in consideration of the mutual promises, conditions and covenants herein contained and made by each of the parties hereto, it is covenanted and agreed as follows:

### **ARTICLE I**

#### **Purpose**

**Section 1.** The purpose of this agreement is to provide orderly collective bargaining relations between the Company and the Union, to secure a prompt and fair disposition of grievances, to eliminate interruptions of work which interfere with efficient operation of the Company's business, and the welfare of employees.

### **ARTICLE II**

#### **Recognition**

**Section 1.** The Company recognizes the Union as the exclusive collective bargaining representative of its production and maintenance employees at the Company's plant in East Moline, Illinois, but excluding supervisors, foremen, assistant foremen, office and clerical workers, all salaried employees, pattern makers and pattern maker apprentices, watchmen, which said first mentioned employees were designated and embraced within the bargaining unit established by the National Labor Relations Board in Case No. 4166.

## **Company's Rights in General**

**Section 2.** The management of the plant and the general operations thereof, and the direction of the Company's working force, the affairs of the Company with reference to the operation of its business, including the right to hire, discharge and make reasonable shop rules, to suspend, promote or demote employees, and the right to relieve employees within the bargaining unit from duty due to lack of work or other legitimate reasons, subject to the provisions and conditions of this contract, are vested exclusively in the Company.

## **ARTICLE III**

### **Non-Discrimination**

**Section 1.** The Company will not interfere with, restrain or coerce employees because of membership in the Union, or lawful activity on behalf of the Union, nor will it, by discrimination in regard to hire, tenure of employment, or any term or condition of employment, attempt to discourage membership in the Union.

**Section 2.** Neither the Union nor the employees it represents, will interfere with, intimidate or coerce any employee in regard to his right to work, and further, there shall be no solicitation of members or dues, nor shall there be other Union business carried on during working hours, nor shall there be any acts by Union members of a coercive nature on Company property at any time; provided, however, this shall not be construed to prevent conversation regarding the Union, or the peaceable collection of Union dues during the recognized lunch period or before or after work, and providing further, this paragraph shall not be construed to prevent the Union from taking up and discussing grievances with the management at proper times and places.

**Section 3.** The Company may take disciplinary action against any individual violating this provision.

## ARTICLE IV

### Grievance Procedure

**Section 1. (A)** For the purpose of conducting any business the Union may have with the Company, or the Company may have with the Union, the Union shall select or elect a Shop Committee from among its membership within the bargaining unit, consisting of not less than six nor more than eight employees. Within ten days after the execution of this contract, the Union officers shall furnish the Company with a list containing the names of such Shop Committee and shall furnish additional lists to the Company when and if the membership of this Committee is changed by the Union. This Committee shall represent the Union in all dealings with the Company except as hereinafter provided.

**(B)** Stewards shall be chosen by the Union to act as departmental representatives, provided, however, the total number of stewards shall not exceed the total number of employees serving as foremen.

**Section 2.** Regular meetings between the Company and the bargaining committee shall be held weekly on the date agreed upon. Either the Company or the bargaining committee may request a meeting in the event of an emergency, and such meetings will be held at a reasonable time after receipt of written request therefor stating the nature of the business.

**Section 3.** In the first step of the grievance procedure, the employee may go to his foreman with or without his Steward, as the employee elects. In the event the grievance is not settled, the grievance shall be reduced to writing (and from this point on all grievances shall be presented in writing and answered in writing) on forms to be agreed upon.

**Section 4.** In event of settlement of a grievance with the foreman, either the Union or the

Company may within ten days cause same to be reduced to writing and considered in its due course, as provided for in Sections 1 and 2 of Article IV hereof.

**Section 5.** In the case of any grievance, at the request of the committee, a hearing will be granted to the aggrieved employee, at which time he may present his statement, supported by such other employee witnesses as desired. The Company will have the same privilege of presenting witnesses.

**Section 6.** Should the matter in controversy remain unsettled after appropriate negotiation between the Shop Committee and the management of the Company, each party may at its option call in other of its representatives for further negotiations.

**Section 7.** It is expressly provided that no grievance shall be considered unless same is presented by the employee affected, or someone for him, not later than the close of the fifteenth day worked by the employee after said employee knew, or by reasonable diligence could have known, of the occurrence of the act upon which the said grievance is to be based. Provided further, as to a continuous or repeating act upon which the grievance may be based, complaint may be made not later than the close of the fifteenth day worked by the employee from the last occurrence of such act.

Unsettled grievances which are presented to the Plant management by committeemen at a regular meeting, shall be considered at the next regular meeting with the bargaining committee.

Where the grievance is a matter between the Union and the Company, the matter shall forthwith and in the first instance be taken up by the Shop Committee and the management of the Company.

**Section 8.** Copy of minutes of each committee meeting with the Company will be prepared by the Company, such minutes to contain (a) time, date and place of meeting; (b) parties present; (c) issues raised; (d) brief summation of respective parties positions; (e) disposition of issues. Two copies of the minutes of each meeting will be prepared by the Company; one copy will be initialed by the Company for the Union's record and one copy will be initialed by the Union for the Company's record. After having been initialed, the respective copies shall stand as written.

**Section 9.** The Company will not discharge, suspend, or discipline any employee, except for good and just cause. Before an employee is required to leave the plant as a result of disciplinary action, a representative of the Union shall be called in for the purpose of hearing the foreman's reason for such disciplinary action and the statement of the employee, if any. If requested to do so, when an employee in the bargaining unit covered hereby shall be disciplined, demoted, suspended or discharged, a statement of the reasons therefor will be furnished by the Company Superintendent to the Shop Committee and if requested by the Shop Committee, a hearing will be granted such employee for the purpose of having the facts in connection with such discharge presented to the Shop Committee and the management of the Company, at which hearing the employee will be given an opportunity to present witnesses on his own behalf and a similar opportunity will be granted the Company. If, as a result of such hearing, it is determined that the employee has been unjustly disciplined, demoted, suspended or discharged, such employee shall be reinstated to his former status at the time such action was taken against him and compensated for the wage loss, if any, incurred.

**Section 10.** Members of the Shop Committee

shall be compensated for working time lost in meetings with management on the basis of their regular straight time average hourly earnings for the current week, provided such meetings are mutually arranged for by the management and the Shop Committee.

**Section 11.** When, at the request of Management, Shop Stewards lose time from their regular work in order to settle grievances or assist Management in settling grievances, the Stewards shall be paid for such lost time on the basis of their regular straight time average hourly earnings for the current week. All time spent by Stewards in the handling of grievances shall be accounted for in accordance with the Company's accounting principles.

## ARTICLE V

### Seniority

**Section 1.** The list for the purpose of establishing seniority shall include all those employees designated in the National Labor Relations Board election and voting list, as of the payroll period ending September 19, 1942, and employees who did not work during such payroll period because they were ill, or on vacation, or in the active military service or training of the United States, or temporarily laid off. The seniority rating of employees within the bargaining unit shall be established by the following method.

**Section 2.** The Company shall, in conformity with this contract, within ten days hereafter, prepare and post a list of eligible employees, showing the starting date of each employee's "last continuous employment" with the Company as shown by the Service Records of the Company. This list shall constitute the plant-wide seniority list.

The Company will also post a list showing job classification seniority in each job classification. At the time of the signing of the contract job

classification seniority in each job classification. will be the same, but from then on job classification seniority may vary from plant-wide seniority.

**Section 3.** New employees with less than six months' employment are and shall be considered temporary employees who have no seniority that will be considered in connection with the provisions of Sections covering layoffs and rehiring. After new employees have had six months' employment with the Company, their names and the dates of their employment will be added to the plant-wide seniority list. Such six months' employment may be accumulated over any two consecutive years, after which such employees' seniority will date back six months from the date seniority is acquired.

After the signing of this contract, job classification seniority may be acquired and the employees name added to the job classification seniority list either after the employee has worked six months in the job classification, or by having been transferred, as provided in Section 7 hereof.

Seniority shall be:

First. By job classifications as listed in the following section.

Second. On a plant-wide basis as covered by the bargaining unit.

**Section 4.** For seniority purposes the following skilled and semi-skilled operations shall be considered job classifications:

MOLDING.  
GRINDING.  
COREMAKING.  
PRESS OPERATIONS.  
DRILLING.  
BENCH WORK.  
INSPECTION.  
TAPPING.

Application of seniority shall be on the following basis:

**Section 5.** When work is to be reduced within a job classification, those employees without job classification seniority in that job classification will be laid off first, after which employees will be taken off in reverse order of their seniority in that job classification.

**Section 6.** When employees in a job classification are recalled after layoff to that job classification, they will be recalled in the order of their seniority in that classification.

**Section 7.** An employee laid off in a job classification may displace an employee with less plant-wide seniority in another job classification only when in this plant the laid off employee has previously and satisfactorily performed the work in the second job classification, and then only if the employee to be replaced has less than five years job classification seniority in that job classification. The transferred employees' seniority on the job classification list of that job classification shall be established as next below the five year men therein.

In the event of the complete elimination of either a job classification or a job within a job classification, employees affected, who have previously and satisfactorily in this plant performed work in another job classification, shall be entitled to transfer to such other job classification, bringing with them to the second job classification all the seniority they had in the first job classification.

When new jobs are established, or new machines are brought into a job classification, qualifications being equal, seniority will govern the selection of employees to fill the new job.

When a new job classification is created and is not a part of any of the above job classifications and it is to be manned by the selection of men from other job classifications in the plant, qualifications being equal, preference will be given to men with greater plant seniority. Seniority in

such new job classification shall be in the order of the employee's entry into the new job classification.

**Section 8.** An employee laid off in a job classification may displace an employee with less plant-wide seniority on work not covered by job classification, when physically qualified to do the work, except as provided in Section 10.

**Section 9.** All other employees in bargaining unit, not in job classifications listed above, will be laid off and recalled in order of their plant seniority, except as provided in Section 10.

**Section 10.** The following groups of employees and employees performing the following types of work, will be protected by seniority to the same extent that other employees in the bargaining unit are, but in view of the fact that such employees have special skills and are essential to the operation of the plant and their skill and learning is not possessed by other individuals in the plant, the Company reserves the right to retain such employees for the purpose of having them available for the performance of their respective jobs without regard to their seniority.

These special groups and types of work are as follows:

- 3—Malleable Firemen.
- 1—Cupola Tender.
- 1—Converter Blower.
- 1—Electric Furnace Operator.
- 1—Match Maker
- 1—Plate Maker.
- 1—Loose Work Molder.
- 1—Electrician .
- 2—Machinists.
- 3—Millwrights.
- 2—Carpenters—include Flask Man.
- 1—Pipe Fitter.
- 1—Power House Engineer.
- 2—Store Room Men.
- 1—Bricklayer

The Company will keep the Union informed as to the names of the employees included in the above excepted list.

**Section 11.** Plant wide seniority will be applied only for purpose of fixing the order in which laid off employees in job classifications are given consideration for jobs in the balance of the plant embraced within the bargaining unit.

**Section 12.** An employee temporarily transferred from one job classification to another job classification within the plant, whether displacing an employee or not, will continue to accumulate seniority in the original job classification during the period of his employment in the second job classification.

**Section 13.** An employee transferred from one job classification to another job classification, who chooses to remain in the second job classification when opportunity to return to his original job classification occurs, must, as a condition of remaining in the second job classification, relinquish job classification seniority rights in the original job classification. Seniority in the new job classification starts with the employee's entry therein, provided, however, the provisions of this section shall not limit the provisions of Section 7 hereof.

**Section 14.** During the life of this contract the Welding Department shall be considered a temporary department. Employees transferred from other job classifications to the Welding Department, will be laid off from the Welding Department in the reverse order of their entry therein, and shall be returned to the departments from which they came. During their employment in the Welding Department, their job classification seniority will accumulate in the original job classification.

#### **Layoffs and Rehiring**

**Section 15.** When it becomes necessary to reduce the working force, the Company will give

consideration first to seniority. When seniority is deviated from, it must be because of one or more of the following factors: skill and ability, or fitness for the job.

**Section 16.** In handling layoffs or rehiring, the Company agrees that whenever a layoff or rehiring is necessary, the list of proposed layoffs or persons to be rehired will be submitted to the Shop Committee with an explanation by the Company Superintendent. If satisfactory to the Shop Committee, such list shall be promptly approved by it. If requested by the Union, the Superintendent will confer with it regarding the proposed layoffs and rehiring and if as a result of such conferences changes are made in the proposed lists, then both the Superintendent and the Shop Committee shall approve the list, and if not approved the matter may be presented as a grievance.

When the employee who is to be affected by layoff has been determined, said employee shall be notified by the foreman as far in advance as possible.

It is understood and agreed that there shall be no discrimination by either the Company or the Union in regard to employees who are or are not members of the Union.

Layoffs of a short duration, i. e., less than one week's duration, due to shortage of materials, breakdowns and interruptions of a similar character, are not subject to the above restrictions and procedure, but first consideration shall be given to finding other work for affected employees according to their seniority rights.

**Section 17.** Employees who have at least six months and not more than five years plant-wide seniority, and who are separated from the payroll because of lack of work, will continue to accumulate plant-wide and job classification seniority for as long a period as they were employed, up to a maximum of two years of unemployment.

If such layoff exceeds a period of two years, such employee will no longer maintain any seniority standing and will be considered a new employee, when and if rehired.

Employees with five years or more plant-wide seniority, separated from the payroll because of lack of work, will continue to accumulate plant-wide and job classification seniority for a maximum period of three years. If such layoff exceeds three years, such employees will automatically lose all seniority standing and will be considered new employees, when and if rehired.

**Section 18.** Employees "laid off" and desiring to retain their seniority rights must keep their address known to the Company and the Shop Committee. Upon being notified to report for work employees shall so report within a period of five days, unless prevented by illness, in which event the employee shall within five days cause the Company to be notified. Any employee failing to report or notify the Company as herein provided shall lose all seniority standing, provided, however, in an emergency this period of time may be extended by the Company if, in the opinion of the Company, justifiable reasons exist for so doing.

**Section 19.** Seniority and service with the Company will be broken:

- (a) When an employee quits or voluntarily leaves the Company's employ.
- (b) When an employee is "discharged".
- (c) When due to "lay off" because of lack of work, employee's absence from the plant exceeds the periods provided for in Section 17.
- (d) When an employee who has been "laid off" fails to report when recalled as provided for in Section 18.
- (e) When an employee fails to report for work at termination of a leave of absence.

**Section 20.** All members of the Shop Committee, during their term of office, shall head the seniority list of the job classification in which they are employed. At the termination of their services as officers they shall be returned to their proper place on the seniority lists.

A Shop Steward, during term of office, shall have seniority over all employees doing same class of work within the department in which he is employed. Upon termination of his services as Steward, or when it becomes necessary to transfer him to another department, he shall be returned to his proper standing on seniority list.

In connection with above paragraph it is understood that no member of the Shop Committee or any Steward may exercise this special seniority status unless he equals the job performance of the employee he replaces.

**Section 21.** A piece rate or hourly paid employee, who has heretofore been, or who may hereafter be promoted to any job not included in the bargaining unit, and who later returns to his former status as a production or maintenance employee shall have his plant-wide and job classification seniority accumulated without break during the time he served in such other capacity, upon his return to his former status.

**Section 22.** Under regular operating conditions, foremen and supervisors will normally not be permitted to do regular production or maintenance work, except to train either themselves or other employees, or in the case of an emergency, or when work done by foremen or supervisors is for the purpose of facilitating production or maintenance work. The above restrictions shall not apply to "working" foremen or "working" supervisors.

## ARTICLE VI

### Hours of Work and Overtime

**Section 1.** The established workweek of the Company begins 12:00 o'clock midnight Saturday and extends to 12:00 o'clock midnight the following Saturday, and the normal workdays will consist of five. The normal workday of the Company will consist of eight hours. However, these schedules may be deviated from if the efficient operation of the plant, the war program, or the demand for goods justifies such deviation.

**Section 2.** When only one shift is worked the hours of work shall be from 7:00 o'clock A. M. to 12:00 o'clock noon, and from 12:30 o'clock P. M. to 3:30 o'clock P. M.

**Section 3.** When two shifts are worked the hours of the second shift shall be from 3:30 o'clock P. M. to 6:30 o'clock P. M. and from 7:00 o'clock P. M. to 12:00 o'clock midnight.

**Section 4.** When three shifts are worked the first shift shall be from 7:00 o'clock A. M. to 3:00 o'clock P. M. The second shift shall be from 3:00 o'clock P. M. to 11:00 o'clock P. M. The third shift shall be from 11:00 o'clock P. M. to 7:00 o'clock A. M.

**Section 5.** When operating on a forty-hour five-day week, a redistribution of the normal forty hours over more than five days may be made by mutual agreement. This applies to Sections 3, 4 and 5 hereof.

**Section 6.** Pay day shall be on Friday of each week (unless changed for cause), at which time employees covered by this agreement shall be paid for services rendered during the previous workweek, and said pay shall be distributed during working hours.

**Section 7.** On the first and second shift of two (2) shift operations, lunch periods shall remain the same as present, and on all three (3)

of three shift operations, employees shall receive fifteen (15) minutes on Company time at the regular hourly rate for the lunch period. Modification of the above shift times may be made by mutual consent.

**Section 8.** The Company agrees to pay overtime in accordance with and as required by the provisions of the Federal Fair Labor Standards Act, the Walsh-Healey Act, the President's Executive Order No. 9240, and regulations thereto.

As of this date, overtime at the rate of time and one-half is required to be paid by the Federal Fair Labor Standards Act or the Walsh-Healey Act, when:

(a) Hours worked per day exceed eight.

(b) Hours worked per week exceed forty.

As of this date, said Presidential Order is interpreted to require:

(a) The payment of overtime at the rate of time and one-half when employees in an emergency are required to work on the following holidays:

New Year's Day.

Decoration Day.

Independence Day.

Labor Day.

Thanksgiving Day.

Christmas Day.

(b) The payment of doubletime for the seventh day's work where an employee works seven consecutive days within the same workweek.

These provisions shall remain in full force and effect for the duration of the emergency unless sooner affected by Act of Congress or Executive Order.

It is agreed that at the expiration of the effective date of the emergency, negotiations shall be reopened on overtime pay provisions.

**Section 9.** The Company may request any employee to work overtime. In such event the employee and the Steward shall be notified as far in advance as possible. When it becomes necessary to work overtime or extra time, the work shall be divided as equally as possible between all employees in the job classification within the department in which the overtime or extra time occurs, provided such employees are qualified to do the type of work required.

**Section 10.** After the present war emergency has ended and the Company has resumed normal operations, then, before employees who have plant-wide seniority are laid off, the Company will give consideration to operating the plant on a thirty-two hour, four-day-a-week schedule, provided such schedule can be carried out in a manner consistent with efficient operation of the plant.

## ARTICLE VII

### Leave of Absence

**Section 1.** In special cases the present practice of the Company of allowing employees to absent themselves from work for brief periods to take care of personal business will be continued when arrangements are made in advance therefor. In such cases the seniority rights of the employees will not be affected.

**Section 2.** When arrangements are made in advance, permission to be absent from work will be granted to employees who are selected as delegates, representing Local No. 81 of the International Union, UAW-CIO, for the purpose of attending regional or national conferences. This permission shall be extended to not more than six (6) employees and shall extend to not more than thirty (30) working days per person per year.

## ARTICLE VIII

### Military and Naval Service

**Section 1.** In accordance with and under the provisions of the Selective Service Act and amendments thereto, the Company recognizes its obligation to reemploy, with accumulated seniority, those of its employees who have been or may be inducted into the military or naval services of the United States under the provisions of such Act.

As of this date, and in connection with the reemployment of such employees, such provisions of the Selective Service Act, as amended, are understood to be as follows:

"Section 8 (a). Any person inducted into the land or naval forces under this Act for training and service, who, in the judgment of those in authority over him, satisfactorily completes his period of training and service under section 3 (b) shall be entitled to a certificate to that effect upon the completion of such period of training and service, which shall include a record of any special proficiency or merit attained. In addition, each such person who is inducted into the land or naval forces under this Act for training and service shall be given a physical examination at the beginning of such training and service; and upon the completion of his period of training and service under section 3 (b), each such person shall be given another physical examination, and upon the written request of the person concerned, shall be given a statement of medical record by the War Department: \* \* \*

"Section 8 (b). In the case of any person, who, in order to perform such training and service, has left or leaves a position, other than a temporary position, in the employ of any employer and who (1) receives such certificate, (2) is still qualified to perform the du-

ties of such position, and (3) makes application for reemployment within forty days after he is relieved from such training and service—

“(B) if such position was in the employ of a private employer, such employer shall restore such person to such position or to a position of like seniority, status, and pay unless the employer's circumstances have so changed as to make it impossible or unreasonable to do so;

“Section 8 (c). Any person who is restored to a position in accordance with the provisions of paragraph (A) or (B) of subsection (b) shall be considered as having been on furlough or leave of absence during his period of training and service in the land or naval forces, shall be so restored without loss of seniority, shall be entitled to participate in insurance or other benefits offered by the employer pursuant to established rules and practices relating to employees on furlough or leave of absence in effect with the employer at the time such person was inducted into such forces, and shall not be discharged from such position without cause within one year after such restoration”.

## ARTICLE IX

### Safety and Sanitation

**Section 1.** All reasonable shop rules and laws governing safety appliances and sanitary conditions shall be complied with by the Company and the Union.

**Section 2.** Further shop rules covering safety, sanitation and cleanliness shall be worked out and agreed to by the Union Safety Committee and the Management.

**Section 3.** Protective devices and other equipment for the protection and health of employees while on Company property, shall be provided by the Company when the Union Safety Committee

and the Management agree that such devices and equipment are necessary.

## **ARTICLE X**

### **Bulletin Boards**

**Section 1.** The Company will erect or assign bulletin boards for the exclusive use of the Union.

**Section 2.** The Union agrees that it will limit the use of these bulletin boards to the following Union notices: Recreation and social affairs, meetings, appointments, notices of elections of Local 81, results of such Union elections, list containing rulings or policies of the International Union other than legal interpretations, and other matters which are authorized for posting by the Management.

## **ARTICLE XI**

### **General and Working Conditions**

**Section 1.** On all jobs the principle of equal pay for equal work, as interpreted by the War Labor Board, will be applied.

**Section 2.** The present Company Shop Rules, insofar as not in conflict with this contract, are hereby adopted, and the Company agrees to revise said rules within two months and review them with the Shop Committee before they are adopted. Certain of these rules shall be jointly prepared.

**Section 3.** Any employee who has worked the previous workday and who reports for work when he has not been told in advance that there is no work available, shall be given not less than one-half day's work at his regular hourly rate. Where the employee's job is not open because of a condition beyond the Company's control, the above provisions will not apply.

**Section 4.** Any employee having left the plant, that is called back to work after his reg-

ular shift, will be offered not less than three hours work.

**Section 5.** The policy of the Company of allowing a maximum period of fifteen minutes for short lunch and rest during the working shift will be continued.

In general, periods will be arranged as follows:

For Regular Day Shift, whose hours are 7 to 3:30, rest period about 9:00 A. M.

For Regular Second Shift, whose hours are 3:30 to 12, rest period about 9:00 P. M.

First Shift on Continuous operations, rest period about 9:00 A. M.

Second Shift on Continuous operations, rest period about 9:00 P. M.

Third Shift on Continuous operations, rest period about 4:00 A. M.

**Section 6.** It is agreed that a plan shall be adopted by which scrap may be reduced and the liability for same may be fixed. To this end it is agreed that within five days after the signing of this agreement, the Company shall designate its representatives and the Union shall appoint four molders to compose a sub-committee for the purpose of studying the scrap problem and making recommendations at a regular or special meeting as to ways and means by which said plan can be best formulated. Such recommendations may be made jointly or severally.

## ARTICLE XII

### Vacations

**Section 1.** The vacation plan for the 1942-1943 vacation year, i. e., the fifty-two weeks preceding June 26, 1943, will be according to the following schedule and conditions:

1. Two weeks vacation with pay—(five years service, or over).

For any employee having five years or more

of service, as of December 31, 1942, and having forty weeks employment of twenty-four hours or more per week, during the year preceding June 26, 1943, and provided his separation from employment, if any, was not due to voluntary separation, or discharge.

2. One week vacation with pay—(one to five years service).

For any employee with less than five years service, as of December 31, 1942, having forty weeks employment of twenty-four or more hours per week, during the year preceding June 26, 1943, and provided his separation from employment, if any, was not due to voluntary separation, or discharge.

3. The rate of vacation pay shall be calculated on the basis of forty hours per week; and in the case of piece workers, at average hourly earning rate recorded for his last four weeks of regular piece work employment previous to June 26, 1943, disregarding overtime penalty; and in the case of day worker, at the hourly rate in effect in June, 1943.

#### **Employee Entering Naval or Military Service**

4. If an employee entering the naval or military service of the U. S. A., either by volunteering, by being called as a reservist, or by being drafted, fails to qualify as to days worked before induction into naval or military service of the U. S. A., such employee with five years of service as of December 31, 1942, will receive two weeks vacation pay. An employee with less than five years of service as of December 31, 1942, will receive one week vacation pay.

5. The period during which Vacations and Vacation Pay will be arranged for by the Company will be from May 15, 1943, to October 31, 1943.

## ARTICLE XIII

### Wages

#### Piece Workers

**Section 1.** The Company's Labor Remuneration Chart is attached hereto, made a part hereof, and for identification is marked Exhibit A. This Chart establishes the base rates for piece work jobs and the day rate for employees working on the respective jobs, listed in the Chart, except for temporary day rates which may be put into effect under Paragraphs 10 and 11 of this Article. This Chart does not have included the 20 cent bonus which is added to hourly pay of all workers.

**Section 2.** All permanent new prices set during the life of this contract will be in accordance with base rates as shown on said Labor Remuneration Chart.

All hourly rates of piece workers as appearing on the Chart for various jobs will be maintained during the life of this contract.

All piece work prices now in effect will be maintained during the life of this contract, except where either a change is made in the design of the part, or in the method of manufacture.

**Section 3.** No piece prices now in effect shall be changed solely as a result of the relocation of jobs on the Remuneration Chart, which occurred at the time of negotiating this contract.

**Section 4.** When an employee is transferred from one job classification to another, the hourly rate of the new classification will apply.

**Section 5.** The Company, during the life of this contract, will continue to pay to all piece workers the additional 20 cents per hour (four 5-cent general wage increases) now in effect.

**Section 6.** Employees shall record on Daily time slip ALL work performed on the day indicated on time slip, and no work shall be re-

corded on any daily time slip that was not performed on that day.

**Section 7.** Employees will be notified of new piece prices as soon as they are determined, and the Company shall continue to post all piece prices.

**Section 8.** When employees are transferred from implement production jobs and new skill must be acquired, during a training period not to exceed four weeks, they will be paid a minimum hourly rate of 50 cents per hour, plus the additional 20 cents per hour (four 5-cent general wage increases) now in effect. After training period they will be paid the scale as provided in the Remuneration Chart.

**Section 9.** When new unskilled help is hired, during a training period not to exceed four weeks, they will be paid hourly rates as follows:

<u>Men</u>	. . . . .	<u>. 50 cents</u>
<u>All Females</u>	. . . . .	<u>. 40 cents</u>
Boys between 16 and 18 yrs. of age . 40 cents		
plus the additional 20 cents per hour (four 5-cent general wage increases) now in effect.		

After completion of training they shall receive the scale as provided in Remuneration Chart.

**Section 10.** When, at the request of management, an employee is temporarily taken off his regular piece work job, for the purpose of doing a special job, or taking care of an emergency, he will be paid the base rate of the job from which he was taken. To this amount will be added 20 cents per hour (four 5-cent general wage increases) now in effect.

**Section 11.** If an employee shall fail to earn the established base rate on any assigned operation, when there is a price set, because of the failure of the Company to maintain jigs, tools and fixtures, or by reason of faulty stock or lack of materials, or because of working on short runs, when O. K'd by the foreman, he shall be

paid not less for the day than the base rate established for the job. To this amount will be added 20 cents per hour (four 5-cent general wage increases) now in effect.

(A) When a piece worker is required to work on a new production job on which no price has been set, he shall be paid 90 per cent of the base rate applying to the job. To this will be added 20 cents per hour (four 5-cent general wage increases) now in effect.

Provided, however, that by mutual and satisfactory agreement, a temporary piece price may be set until job has been developed and a permanent piece price is set. Such temporary price may be higher than the permanent price.

**Section 12.** Upon the ending of the conditions under which temporary day rates were put into effect under Paragraphs 10 and 11-A of this Article, the day rates of the employees involved shall be adjusted to and in accordance with the requirements of said Labor Remuneration Chart.

**Section 13.** Where schedules now exist covering money or per cent increases above existing piece prices for short order runs, these shall be maintained for the duration of this contract. In thirty days a schedule of this character for bench work will be established by mutual agreement.

**Section 14.** All timing of operations shall be a matter of mutual agreement between the management and the employee.

**Section 15.** Should a disagreement arise between the Company and the employee regarding the timing of any operation, the following procedure shall be utilized:

(a) A representative of management and the Steward of the affected department shall jointly examine the facts in the case and shall attempt to reach a just determination.

(b) Any failure to agree will then be a matter of discussion between the Shop Committee and the Management.

**Section 16.** The Company agrees not to permit the change of any time card so as to reduce the amount shown to have been earned, without notifying the employee affected.

### **Day Workers**

**Section 17.** The Company's Hourly Rate Chart, marked Exhibit B, is attached hereto and made a part hereof. This Chart contains the present rate schedule of the straight hourly rated workers.

This Chart shall be used as a basis for determining minimum and maximum hourly rates to be paid employees in the various job classifications specified therein.

The rates set forth in said rate schedule, Exhibit B, include the 20 cents per hour (four 5-cent general wage increases) now in effect.

**Section 18.** All hourly rates for hourly workers now in effect, will be maintained during the life of this contract, except as follows:

- (a) The hourly rate of an individual employee may be advanced because of improvement in skill, merit, or transfer upward.
- (b) The hourly rate of an individual employee may be changed when his regular work is no longer available, and he, being offered, elects to accept work in a lower classification, then he shall receive the hourly rate of pay applicable to the new job classification.

**Section 19.** Disregarding advances in hourly rates of day workers, that may have been made during the negotiations of this contract, it is agreed that after the execution of this contract there shall be a review of all classes shown in

the Hourly Wage Chart, Exhibit B, each six months.

**Section 20.** When two or three shifts are being operated in the plant, employees working on second or third shifts (night shifts) will receive an additional five cents per hour. Where day or first shift employees work overtime extending into second shift, the above five cent bonus will not be added unless the full extra shift is worked.

**Section 21.** It is recognized that the Death Disability and Pension Plan and the Sick Benefit Plan now operated by Deere & Company are not a part of this contract.

## **ARTICLE XIV**

### **Maintenance of Membership**

**Section 1.** In the hope of securing uninterrupted operations of the plant, and in order to more effectively carry out the provisions of this contract, and to hold employees covered under the bargaining unit responsible for the faithful performance of said contract on their part, the Company hereby grants union maintenance of membership as herein defined, only for the duration of this contract, subject, however, to the following conditions and restrictions:

This grant of Union maintenance shall not be regarded as affecting in any way future negotiations pertaining to a new contract or a renewal of this contract and shall in no way be deemed a precedent, binding, controlling, or in any way influencing future negotiations and is granted by the Company solely because of the precedent established by the National War Labor Board by its directive orders in determining issues pertaining to Union security.

**Section 2.** All employees who are members of the Union in good standing in accordance with the Constitution and By-Laws of the Union, on the date maintenance of membership becomes ef-

fective, and those employees who may thereafter become members of the Union, shall, as a condition of employment, remain members of the Union in good standing during the life of this contract.

**Section 3.** The Union shall forthwith furnish the Conciliator in this case with a notarized list of its members in good standing, duly sworn to by the President of the Union and attested by the Secretary. It being understood and agreed between the Union and the Company that the Union will immediately mail to each alleged member, as shown by said list, a copy of the notice this day agreed to, which notice shall be signed by the Union and the Company, copy of said notice being hereto attached, marked Exhibit D. Such notice is to the effect that any alleged member of the Union will have fifteen (15) days from date of mailing of notice within which to withdraw his membership from the Union if he so desires, and advising the alleged members of the Union, regardless of the fact that their names appear on said list of members, that they likewise shall have fifteen (15) days from date of mailing of notice within which to notify the Conciliator in writing that they do not consider themselves members of the Union.

**Section 4.** After the expiration of said fifteen (15) days, provided any employee, whose name is on said list, shall have notified the Conciliator that he has withdrawn or desires to withdraw his membership from the Union, it is understood and agreed, and the Conciliator having consented so to do, shall strike such employee's name from said membership list, and the Conciliator shall identify the striking of any such employee's name by placing his signature opposite each name so stricken, and will identify each page of said list by writing the date and signing his name thereon. The Conciliator, having consent-

ed so to do, will then and there deliver said original list to the Union, which list the Union has this day agreed to preserve. Union maintenance under this contract shall become effective from and after the date the Commissioner places on said Union membership list.

**Section 5.** In the event of a dispute involving an employee who may have become a member of the Union subsequent to the effective date of the maintenance of membership, the Union shall produce for the Company's inspection, the original application of said new member and the President and the Financial Secretary of the Union shall, under oath in writing, verify to the Company that said new member has paid his initiation fees and been admitted to membership in the Union.

**Section 6.** It is understood and agreed that after the effective date of said maintenance of membership, any question arising as to whether new members are subject to the maintenance of membership provisions of this contract, shall be made a grievance, to be adjudicated between the Company and the Union as provided for in the grievance procedure.

**Section 7.** Likewise in the event the question arises as to whether an employee should be discharged because of his failure to pay membership dues, said employee shall have the right to make said question of his failure to pay said dues a matter of grievance, to be adjudicated between the Company and the Union, as provided for in the grievance procedure. It is further understood and agreed that should any such employee raise the question as to whether he should be discharged because of his failure to pay membership dues, he shall be permitted to continue to work until said matter has been so adjudicated.

## **TERMINATION**

**THIS AGREEMENT** shall become effective this 22nd day of March, 1943, and thereafter remain in full force and effect until the 10th day of March, 1944, and thereafter from year to year, unless thirty (30) days prior to such dates either party gives notice in writing of a desired change in or termination of this agreement. In the event that a notice is given of a desire for change, the negotiations shall be opened not less than fifteen (15) days prior to expiration date.

This contract may be amended by mutual agreement.

### **FOR THE COMPANY:**

Ben Butterworth  
Plant Manager

### **FOR THE UNION:**

Almede Hakemian  
President

Glenn F. Duncan  
Recording Secretary

Isaac Allen  
Bargaining Committeeman

Sam L. Grogg  
Bargaining Committeeman

Sophie Yuknis  
Bargaining Committeeman

Harold Baker  
Bargaining Committeeman

Royce Atkins  
Bargaining Committeeman

### **FOR THE INTERNATIONAL UNION:**

Harland D. Burcham  
International Representative

## EXHIBIT "B"

### Schedule of Hourly Paid Workers

(These rates include the \$0.20 per hour extra compensation now in effect)

	Learner Starting Rate	Min. Rate	Max. Rate
<b>Foundry</b>			
Foundry millwright	\$0.70	\$0.80	\$0.85
Laundry man		.70	.75
Molders' service		.70	.80
Foundry labor—female		.60	.60
—male		.70	.70
Iron pourers—hand ladle—malleable	.70	.90	1.20
Molder, loose work		.90	1.00
Molder, non-ferrous, and plate making		1.00	1.10
Job floor molding		.90	.95
Sample steel molding		.90	.90
Box service		.70	.75
Molders, hopper service (girls)	.60	.70	.70
Make ladles	.60	.70	.85
Furnace repair	.70	.80	.95
Malleable firemen	.70	.80	1.00
Steel melting			
Cupola tenders	.70	.80	.95
Blowers (converter)	.60	.80	.90
Crane operators (steel melting)	.70	.80	.95
Electric furnace	.70	.85	1.00
Electric furnace helpers	.70	.80	.85
Floor men (melting helpers)	.70	.80	.85
Bull ladle turners (malleable)		.75	.75
Bull ladle turners (steel)			
Bull ladle pushers		.75	.85

*for parts  
men  
80% 554*

General Blacksmithing		.80	.90
—helpers		.70	.80
✓ Mix sand in Core Room	.70	<u>.80</u>	.90
Wire machine	.60	.70	.70
Annealing firemen	.70	.80	.90
Carpenters		.80	1.00

#### Power House

Engineer		.90	1.00
Pipe fitters		.90	1.00
Pipe fitter helpers	.70	.70	.80
Firemen	.70	.80	.90

#### Inspectors

<i>Different jobs</i> Male - <i>finish inspection</i>	.70	.80	.90
Female	.60	<u>.70</u>	.80

#### Millwrights and Machine Repair

Millwright		.90	1.10
Millwright helpers	.70	.70	.85
Tool crib	.60	.70	.80
Oilers	.70	.70	.80

#### Electricians

Electricians		.85	1.15
Electricians' Helpers	.70	.70	.80

#### Janitors

✓ Janitors	<i>(no difference in job)</i>	.70	.75
Janitresses		.60	.65

#### Tractor Drivers and Truckers

Tractor drivers	.70	.70	.90
Scale clerk	.60	.60	.70
Heat treat in steel	.70	.80	.85
✓ Store room—male	.70	.70	.90
Store room—female	.60	.60	

#### Miscellaneous

Breaking gates on unit		.60	.90
Brick layer		.90	1.10
Laboratory help		.60	.65
Temperature reading		.60	.70
Sand tester		.60	.65
Test bar turner			
—rough cut		.60	.65

Test bar tuner		
—finish cut	.60	.70
Chill blackner	.60	.60

### Piece Workers' Day Rates

(These do not include the \$0.20)

#### Molders—Floor

Clock No.	Name	Hourly Rate
6	Boyd Wheatley	\$0.70
17	Geo. Sullivan	.70
105	Maurice Jaecques	.70
29	Jas. Platt	.70
121	Earl Krueger	.70
39	Ora Landon	.70
178	Axel Carlson	.70
197	H. B. Grundstrom	.70

#### Molders—Jolt, Squeezer and Roll-Over

22	John Strandgren	.575
34	Ed. Moore	.575
40	Adolph Angel	.575
45	Wilfred Doss	.575
46	C. I. Corsage	.575
49	Elias Valle	.575
10	Stanford Graham	.575
16	Misag Bozoian	.575
19	Bruno Jannsens	.575
21	Henry Cappaert	.575
41	Alfred Vervaeck	.575
61	Maurice Schaubroeck	.575
75	James Kapatans	.575
77	Nick Vezas	.575
87	Emil Madlem	.575
100	Paul Mooradian	.575
111	August Claeys	.575
114	Ed. Fielhaber	.575
124	Floyd Gradert	.575
161	Albert Castens	.575
78	Chas. Rickey	.575

#### Foundry Labor

#### Charging—Steel

277	Irma Goderis	.60
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head  
bridge  
crane

818	Mary Heflin	.60
438	Bertha Malmloff	.60

not on job now

### Grind—Steel

86	Raymond Greenberg	.60
202	Lawrence Moore	.60
217	John DeVos	.60
218	Clarence Messing	.60
219	Geo. Livingston	.60
220	Ross Thompson	.60
224	Chas. Mann	.60
227	Robert Wise	.60
232	Earl Bloom	.60
234	Emmett Clark	.60
243	Marshall Paul	.60
246	Wm. Gill	.60
247	Ralph McGimpsey	.60
250	John Neuhaus	.60
296	Carl Hageman	.60
390	Archie Gibbons	.60
425	Rex Martin	.60
467	Freddy Ruby	.60
468	Leo Cason	.60
505	Harry Stuart	.60
508	Geo. Howell	.60
514	John Stankunos	.60
538	Roy Brinker	.60
551	Francis Dean	.60
574	Wendell Halferty	.60
585	Doug. Clark	.60
889	Frank Neufcour	.60
948	Chas. Drake	.60
958	August Waem	.60
976	Harvey Hanna	.60
991	Newton Sainier	.60
1015	John DeBaetes	.60

### Bench—Steel

208	B. F. E. Wooley	.575
207	Robert Glenn	.575
222	Harry McLean	.575
223	Harold Collins	.575
226	Ernest Griffin	.575

228	Ellis Collins	.575
495	John Meyer	.575
546	Axel Ragan	.575
550	Earl Heston	.575
593	Joe DeKoster	.575
910	Ben Dittmer	.575
940	L. O. Schnowske	.575
941	Leo Curry	.575
208	W. Wonderlich	.575

#### Cut Steel—Female

205	Margaret Stoner	.55
209	Alice Axiotis	.55
221	Virginia Pilscher	.55
237	Violet Canavit	.55
238	Mildred Losch	.55
249	Lula Kane	.55
252	Stella Grundstrom	.55
231	Isabella VanOverschelde	
426	Marguerite Landuyt	
473	Golda Luthy	.55
553	Frances Haynes	
559	Dorothy Nelson	
600	Emeline Freeman	
852	Mary Krajewski	

#### Chip—Female

214	Carrie Knudsen	.45
517	Georgia Demos	.45
522	Alma Naert	.45
530	Belva Cattoir	.45
533	Agatha Messing	.45
542	Dapne Panorsis	.45
548	Berniece Thodas	.45
549	Beatrice Soulis	.45
577	Emeley Vermeere	.45
599	Maria Herr	.45

#### Grind—Hard Iron

216	Irene Nutt	
494	Johnnie Harris	
500	Lauraine Allison	
511	Virginia Bronson	
543	Daisy Webster	

555	Ernestine Saunders	
560	Helen Abel	
561	Gladys Johnson	
580	Bessie Ewing	
149	Viola Austin	
187	Camma Polite	
284	Alberta Stephens	
531	Geo. Newborn	.575

#### Anneal Dumper

477	Jerry Nixon	.60
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#### Hook Man

366	J. D. Hansell	.575
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#### Oven Tend

615	Clarence Rush	.575
619	John Lane	.575

#### Skeppstedt (*core making machine*)

613	Adella VanRaes	.575
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#### Demmler—Male

612	Elmer Griffin	.575
637	Lorraine Dillon	.575

#### Demmler—Female

611	Zelma DeRammelaere	
617	Edith Lewis	
631	Clara Schutz	
633	Evelyn VanQuathem	.575
645	Mary Veroeven	
646	Madeline McTigue	.575

#### Stack and Paint Cores

##### Cores—Bench—Female

✓ 608	Sophie Yucnis	.50
609	Mary DeClerck	.50
614	Elsie Vervenna	.50
616	Mathilda Pisman	.50
618	Adrienne Knockaert	.50
642	Lia Provoost	.50
636	Mary DeBlaey	.50

##### Chain Assembly—Female

	Laura Waem	.50
858	Helen Milam	.50

125

879	Bernice Smolenski	.50
	Gwen Hess	
	Marian Lucas	

✓ **Inspect—Female**

860	Adeline DeGrande	.45
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**Inspect—Male**

869	Ed. VanOpdorp	.625
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**Finish—Bench**

906	Richard Bruner	.625
916	Richard DeLange	.575
917	Eric Norman	.625
919	Maurice Soderquist	.625
925	Tony Xekoukis	.625
931	Harold Baker	.625
933	Art. DeNolf	.575
954	Cecil Hawotte	.575

**Finish—Grind**

262	Leo. Polaschek	.575
918	Pedro Lafrara	.575
947	Don. Taylor	.575
997	Wm. Warner	.575
1035	Ernest Gerlach	.575
955	Elmer Casper	.575

**Punch Press**

934	Everett Lagerquist	.625
973	Casimir Termont	.625
984	Gilbert Ferguson	.575

**Drill**

921	F. J. DeClercq	.575
953	Peter Hjelm	.575

**Drop**

961	Alex Quast	.575
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✓ **Drill—Female**

914	Hazel Woods	.575
937	Pauline Moteczus	.575
764	Clara Verstraete	.575

**Press**

956	Kenneth Betcher	.625
958	Herbert Bond	.625
502	Clarence Flinn	.625

**Soft Mills**

903	Glenn Schermerhorn	.55
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**Blast**

911	C. C. Strothers	.625
920	Frank Peraz	.625
935	John Ducey	.625
943	Walter Harris	.625

Following are the names of employees included in the seniority exempt list:

**Malleable Firemen**

Pete Vermeere  
Ferd. Landuyt  
Jules Watermuelen

**Cupola Tender**

Vernie Teague

**Converter Blower**

Roy VandeVoorde

**Electric Furnace Operator**

Eugene Baker

**Matchmaker**

Geo. Reveal

**Plate-maker**

Geo. Carton

**Loose Work**

A. Lind

**Electrician**

Frank Konitzer

**Machinist**

Floyd May  
Chas Laurich

**Millwrights**

Alphonse Thomas  
Newton Williams  
Jos. Huys, Jr.

**Carpenters**

Pete Hermans  
Constant DeCaestecker

**Pipe Fitter**

Al. Mitton

**Power House**

Geo. Dye

**Store Room**

Chas. Klingebiel  
Clem. Loete

**Brick Layer**

Rene Dinneweth

**EXHIBIT "D"**

**Notice to Union Malleable Iron Company  
Employees**

The Company and the United Automobile, Aircraft and Agricultural Implement Workers of America, C. I. O., have entered into a collective bargaining contract providing for union maintenance.

By "union maintenance" is meant that any Union Malleable Iron Company employee who has joined the Union in the past, or who may join the Union in the future, must pay his dues

promptly each month or lose his job with the Company, unless he withdraws from the Union within fifteen (15) days after the date of mailing this notice.

The Union has furnished James E. Palmer, United States Conciliation Commissioner of the Department of Labor, with a list of all Union Malleable Iron Company employees whom the Union claims are members. Your name is on this list.

It has been agreed between the Company and the Union that all employees shall have fifteen (15) days from the date of mailing this notice within which to withdraw or resign from the Union if they desire to do so. If you are a member of the Union and wish to withdraw or resign therefrom, or if you do not consider yourself a Union member and do not wish to be bound by this union maintenance provision, you should so notify James E. Palmer, United States Conciliation Commissioner, LeClaire Hotel, Moline, Illinois, within fifteen (15) days from the date of mailing this notice.

You will understand that Union Malleable Iron Company employees desiring to remain members of the Union need not notify the Commissioner.

Yours truly,

UNION MALLEABLE IRON COMPANY OF  
DEERE & COMPANY

UNITED AUTOMOBILE, AIRCRAFT AND  
AGRICULTURAL IMPLEMENT WORKERS  
OF AMERICA, C. I. O., LOCAL NO. 81

## E IRON COMPANY

Iron		Finish		Chain	
	Day Rate	Job	Day Rate	Job	D Ra
		Punch & Drift 13 Press	.625		
		Bench to Gauge	.625		
ale	.575	Dr. & Tap ✓	.575	Inspect. ✓	
	.625	Drop Ham.	.575	Assemble ✓	picker
	.60	Rotoblast	.625	chain ✓	
		S. P. Simp. ✓	.575	Rivet	
		Rm. & Ctsk.	.575		
		Bch. Reg.	.575		
		Hvy Grind	.60		
	.55	Mill	.55	Stretcher	
	.575	Grind Reg.	.575	Assemble—	
	.45			female	
	.50	Truckers	.50		

Women  
on  
jobs  
checks

Exh

## UNION MALLEAB

Base and

Lab. Grade	Base Rate	Foundry		Core		Anneal		Job
		Job	Day Rate	Job	Day Rate	Job	Day Rate	
4	.90	Intr. Floor	.70					
5	.85	Pouring	.70					
		Sqzr. Int.	.625					
		Sqzr. Jolt	.575					
6	.80	Cupola Chgr.	.60	Core Mkr.		Crane Opr.	.65	
		Jolt-Roll	.575	Bch. Int.	.625	Dumpers	.60	
7	.75	Dumpers Reg.		Core Mkr.		Packers	.60	
		Shifters	.575	Bch. Med.	.60	Air Tractor	.625	
		Cstg. Gang		Jolt-Roll over	.60	Hook man	.575	
		Jolt-Sqz.		Skipp. Gears				
		simple	.575	& Spkts.	.60			
		Flat back						
		Fl. Clean-up	.575					
8	(.70) + 20¢ 90¢	Sand-Cutter	.575	Oven Tender	.575			Chipper—
		Unit		Demler				Sandblast
		Shift-Dump	.575	& Skipp. ✓	.575			Hvy Grin
		Cst. Gang						
9	.65	Unload	.50—	Core Carr.	.55			Mill
		Unit Sand	.55	Core Serv.	.50			Grind Ro
		mixer	.50	Core Rubup	.50			Chpr. Fe
		Fdr. Labor	.50					
10	.60							Truckers
11	.50			Packoff	.40			
				Blacken	.40			
				Assemble	.40			

Women  
on  
jobs  
checked

Exhibit "A"

March 5, 1943

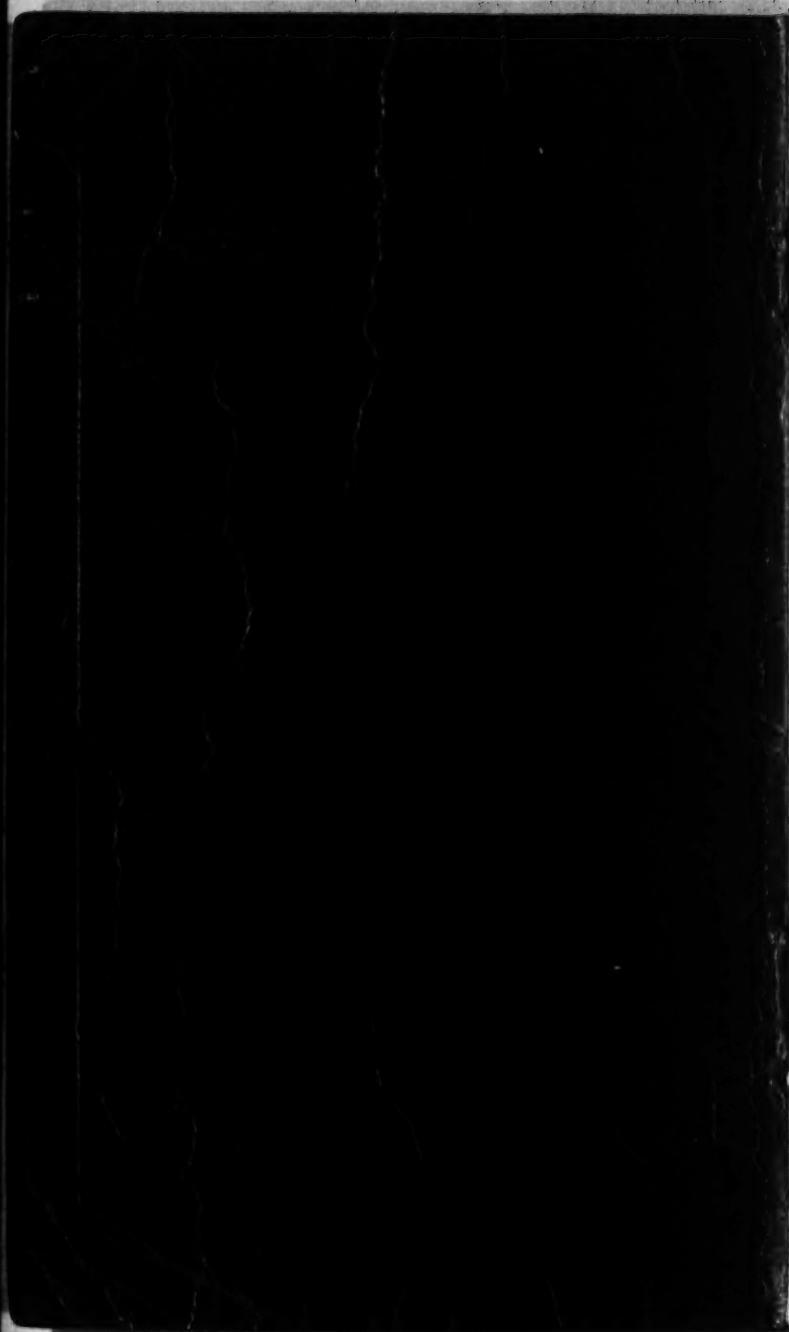
# ABLE IRON COMPANY

and Day Rates

Hard Iron		Finish		Chain		Shipping		Steel	
Job	Day Rate	Job	Day Rate	Job	Day Rate	Job	Day Rate	Job	Day Rate
		Punch & Drift 13 Press	.625			Insp.— male	.625		
		Bench to Gauge	.625						
—male	.575	Dr. & Tap ✓	.575	Inspect. ✓	.575			Weld	.70
ast	.625	Drop Ham.	.575	Assemble ✓				Hydraulic	
Grind	.60	Rotoblast	.625	chain ✓	.55			press	.625
		S. P. Simp. ✓	.575	Rivet	.55			Hvy. Gr.	.60
		Rm. & Ctsk.	.575						
		Beh. Reg.	.575						
		Hvy Grind	.60						
	.55	Mill	.55	Stretcher	.55	Carload.	.55	Torch	.55
Reg.	.575	Grind Reg.	.575	Assemble—		Inspect.—		Cutting	
Fem.	.45			female	.50	female	.45	Gr. Reg.	.575
	.50	Truckers	.50					Stamp	.50
						Asscrters	.40		







# CONTRACT

BETWEEN

LOCAL 865, U. A. W.  
(C I O)

AND

JOHN DEERE HARVESTER  
WORKS

East Moline, Ill.



Entered into February 18, 1943



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## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 18th day of Feb., 1943, by and between **JOHN DEERE HARVESTER WORKS OF DEERE & COMPANY**, East Moline, Illinois, hereinafter called the Company, and **Local 865 of the INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA**, affiliated with the **CONGRESS OF INDUSTRIAL ORGANIZATIONS**, hereinafter called the Union, **WITNESSETH:**

That for and in consideration of the mutual promises, conditions and covenants herein contained and made by each of the parties hereto, it is covenanted and agreed as follows:

### **ARTICLE I**

#### **Purpose**

**Section 1.** The purpose of this agreement is to provide orderly collective bargaining relations between the Company and the Union, to secure a prompt and fair disposition of grievances, to eliminate interruptions of work which interfere with efficient operation of the Company's business, and the welfare of employees.

### **ARTICLE II**

#### **Recognition**

**Section 1.** The Company recognizes the Union as the exclusive collective bargaining representative of its production and maintenance employees at the Company's plant in East Moline, Illinois, but excluding supervisors, foremen, assistant foremen, office and clerical workers, all salaried employees, pattern makers and pattern maker apprentices, watchmen, and experimental department employees, which said first mentioned employees were designated and embraced

within the bargaining unit established by the National Labor Relations Board in Case No. R-4164.

### **Company's Rights in General**

**Section 2.** The management of the plant and the general operations thereof, and the direction of the Company's working force, the affairs of the Company with reference to the operation of its business, including the right to hire, discharge and make reasonable shop rules, to suspend, promote or demote employees, and the right to relieve employees within the bargaining unit from duty due to lack of work or other legitimate reasons, subject to the provisions and conditions of this contract, are vested exclusively in the Company.

## **ARTICLE III**

### **Non-Discrimination**

**Section 1.** The Company will not interfere with, restrain or coerce employees because of membership in the Union, or lawful activity on behalf of the Union, nor will it, by discrimination in regard to hire, tenure of employment, or any term or condition of employment, attempt to discourage membership in the Union.

**Section 2.** Neither the Union nor the employees it represents, will interfere with, intimidate or coerce any employee in regard to his right to work, and further, there shall be no solicitation of members or dues, nor shall there be other Union business carried on during working hours, nor shall there be any acts by Union members of a coercive nature on Company property at any time; provided, however, this shall not be construed to prevent conversation regarding the Union, or the peaceable collection of Union dues during the recognized lunch period or before or after work, and providing further, this paragraph shall not be construed to prevent the

Union from taking up and discussing grievances with the management at proper times and places.

**Section 3.** The Company may take disciplinary action against any individual violating this provision.

## ARTICLE IV

### Grievance Procedure

**Section 1. (A)** For the purpose of conducting any business the Union may have with the Company, or the Company may have with the Union, the Union shall select or elect a Shop Committee from among its membership within the bargaining unit, consisting of not less than six nor more than twelve employees. Within ten days after the execution of this contract, the Union officers shall furnish the Company with a list containing the names of such Shop Committee and shall furnish additional lists to the Company when and if the membership of this Committee is changed by the Union. This Committee shall represent the Union in all dealings with the Company except as hereinafter provided.

**(B)** Stewards shall be chosen by the Union to act as departmental representatives.

**Section 2.** Regular meetings between the Company and the bargaining committee shall be held weekly on the date agreed upon. Either the Company or the bargaining committee may request a meeting in the event of an emergency, and such meetings will be held at a reasonable time after receipt of written request therefor stating the nature of the business.

**Section 3.** In the first step of the grievance procedure, the employee may go to his foreman with or without his Steward, as the employee elects. In the event the grievance is not settled, the grievance shall be reduced to writing (and from this point on all grievances shall be presented in writing and answered in writing) on forms to be agreed upon.

**Section 4.** In event of settlement of a grievance with the foreman, either the Union or the Company may within ten days cause same to be reduced to writing and considered in its due course, as provided for in Sections 1 and 2 of Article IV hereof.

**Section 5.** In the case of any grievance, at the request of the committee, a hearing will be granted to the aggrieved employee, at which time he may present his statement, supported by such other employee witnesses as desired. The Company will have the same privilege of presenting witnesses.

**Section 6.** Should the matter in controversy remain unsettled after appropriate negotiation between the Shop Committee and the management of the Company, each party may at its option call in other of its representatives for further negotiations.

**Section 7.** It is expressly provided that no grievance shall be considered unless same is presented by the employee affected, or someone for him, not later than the close of the fifteenth day worked by the employee after said employee knew, or by reasonable diligence could have known, of the occurrence of the act upon which the said grievance is to be based. Provided further, as to a continuous or repeating act upon which the grievance may be based, complaint may be made not later than the close of the fifteenth day worked by the employee from the last occurrence of such act.

Unsettled grievances which are presented to the Plant management by committeemen at a regular meeting, shall be considered at the next regular meeting with the bargaining committee.

Where the grievance is a matter between the Union and the Company, the matter shall forthwith and in the first instance be taken up by the Shop Committee and the management of the Company.

**Section 8.** Copy of minutes of each committee meeting with the Company will be prepared by the Company, such minutes to contain (a) time, date and place of meeting; (b) parties present; (c) issues raised; (d) brief summation of respective parties positions; (e) disposition of issues. Two copies of the minutes of each meeting will be prepared by the Company; one copy will be initialed by the Company for the Union's record and one copy will be initialed by the Union for the Company's record. After having been initialed, the respective copies shall stand as written.

**Section 9.** The Company will not discharge, suspend, or discipline any employee, except for good and just cause. Before an employee is required to leave the plant as a result of disciplinary action, a representative of the Union shall be called in for the purpose of hearing the foreman's reason for such disciplinary action and the statement of the employee, if any. If requested to do so, when an employee in the bargaining unit covered hereby shall be disciplined, demoted, suspended or discharged, a statement of the reasons therefor will be furnished by the Company Superintendent to the Shop Committee and if requested by the Shop Committee, a hearing will be granted such employee for the purpose of having the facts in connection with such discharge presented to the Shop Committee and the management of the Company, at which hearing the employee will be given an opportunity to present witnesses on his own behalf and a similar opportunity will be granted the Company. If, as a result of such hearing, it is determined that the employee has been unjustly disciplined, demoted, suspended or discharged, such employee shall be reinstated to his former status at the time such action was taken against him and compensated for the wage loss, if any, incurred.

**Section 10.** Members of the Shop Committee

shall be compensated for working time lost in special meetings with management on the basis of their regular straight time average hourly earnings for the current week, provided such meetings are mutually arranged for by the management and the Shop Committee.

**Section 11.** When, at the request of Management, Shop Stewards lose time from their regular work in order to settle grievances or assist Management in settling grievances, the Stewards shall be paid for such lost time on the basis of their regular straight time average hourly earnings for the current week. All time spent by Stewards in the handling of grievances shall be accounted for in accordance with the Company's accounting principles.

## **ARTICLE V**

### **Seniority**

**Section 1.** The list for the purpose of establishing seniority shall include all those employees designated in the National Labor Relations Board election and voting list, as of the payroll period ending September 19, 1942, including tool and die makers (and learners, if any) and employees who did not work during such payroll period because they were ill or on vacation, or in the active military service or training of the United States, or temporarily laid off, and shall further include a certain number of employees who were precluded from voting in said election by reason of having been transferred to other plants, as shown by the records in the Company's office, a copy of which list is hereto attached and marked Exhibit C. And the seniority rating of employees within the bargaining unit shall be established according to their qualifications.

**Section 2.** The Company shall, in conformity with this contract, within ten days hereafter, prepare and post a list of eligible employees, showing the starting date of each employee's

"last continuous employment" with the Company as shown by the Service Records of the Company.

**Section 3.** New employees with less than six months' employment are and shall be considered temporary employees who have no seniority that will be considered in connection with the provisions of Sections covering layoffs and rehiring. After new employees have had six months' employment with the Company, their names and the dates of their employment will be added to the seniority record. Such six months' employment may be accumulated over any two consecutive years, after which such employees' seniority will date back six months from the date seniority is acquired.

Seniority shall be on the following basis:

First. By classified divisions as listed in the following paragraph.

Second. On a plant-wide basis as covered by the Bargaining unit.

Plant wide seniority will be applied only for purpose of fixing the order in which laid off employees in classified divisions are given consideration for available jobs in the balance of the plant embraced within the bargaining unit.

As of the signing of this contract, seniority in the classified divisions and in the plant will be identical. From this date forward, every employee will carry two seniority records, (a) his classified divisional seniority, and (b) his total plant seniority.

**Section 4.** Classified divisions for the purpose of seniority shall be as follows:

FOUNDRY, which shall include 1B, 1C, 1D, 1E, 1X.

FORGE SHOP, which shall include 2A, 2B, 2C, 2D, 2G.

WELDING, which shall include Arc, Gas, Spot.

shall be compensated for working time lost in special meetings with management on the basis of their regular straight time average hourly earnings for the current week, provided such meetings are mutually arranged for by the management and the Shop Committee.

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FORGE SHOP, which shall include 2A, 2B, 2C, 2D, 2G.

WELDING, which shall include Arc, Gas, Spot.

HEAT TREAT.  
WOOD SHOP.  
KNIFE GRINDING.  
CUTTER BARS AND KNIFE STRAIGHT-  
ENINGS.  
CANVAS ROOM.  
PAINT SHOP.  
SHIPPING, WAREHOUSE AND REPAIRS.  
TOOL ROOM.  
CARPENTER SHOP.  
POWER HOUSE—Including Pipe Fitters.  
INSPECTION.  
MACHINE REPAIRS—MILLWRIGHTS.  
ELECTRICIANS.  
SHEET METAL.  
ALL ASSEMBLY WORK.  
ALL MACHINING WORK.  
ALL COMMON LABOR WORK EXCEPT  
FOUNDRY.

#### **Application of Seniority**

**Section 5.** When necessary to reduce the force in a classified division, all temporary employees will be laid off first. Should a further reduction be necessary, employees will be laid off in the order of their seniority in the classified division, and if other work in the plant is available, so far as possible considering the ability and qualifications of the employees involved, such employees will be offered such available work in the order of their plant seniority.

No new employees will be hired until laid off employees with seniority on the basis set up in Sections 3 and 4 hereof have been recalled.

The above and foregoing provisions of this Article shall not apply to employees in training for service and sales work. The Company shall furnish the Union with the names of these employees.

**Section 6.** The following groups of employees and employees performing the following types of work, will be protected by seniority to the

same extent that other employees in the bargaining unit are, but in view of the fact that such employees have special skills and are essential to the operation of the plant and their skill and learning is not possessed by other individuals in the plant, the Company reserves the right to retain such employees for the purpose of having them available for the performance of their respective jobs without regard to their seniority.

These special groups and types of work are as follows:

Power House Engineers, Firemen and Skilled Pipe Fitters, maximum—15.

Skilled Tool Makers, maximum—30.

Skilled Millwright Machinists, maximum—15.

Skilled Electricians, maximum—6.

Skilled Carpenters, maximum—6.

Chief Inspectors in Departments, maximum—20.

Operators on the following:

Automatic Machinery, maximum—4.

Bevel and Face Grinders, maximum—4.

Bar Builders and Knife Straighteners, maximum—10.

Cylinder Balancing, maximum—1.

Tocco Machine, maximum—2.

Magnaflux, maximum—4.

Employees who were or may be sent away for training on war work.

Government certified operators as required.

**Section 7.** When new jobs are established or new machines are brought into a classified division, qualifications being equal, seniority will govern the selection of employees to fill the new job.

When a new department is organized and is not a part of any of the above classified division list and it is to be manned by the selection of men from other classified divisions in the plant, preference will be given to men with

greater plant seniority. Seniority in such new classified division shall be in the order of the employee's entry into this division.

Employees transferred from one classified division to another classified division within the plant, will continue to accumulate seniority in the original classified division during the period of their employment in the second classified division, except as hereinafter provided.

Employees transferred from one classified division to another classified division for an extended period, who choose to remain in the second classified division when opportunity to return to their original classified division occurs, must, as a condition of remaining in the second classified division, relinquish classified division seniority rights in the original classified division. Seniority in the new classified division starts with the employee's entry therein.

### **Layoffs and Rehiring**

**Section 8.** When it becomes necessary to reduce the working force, the Company will give consideration first to seniority. When seniority is deviated from, it must be because of one or more of the following factors: skill and ability, or fitness for the job.

In handling layoffs or rehiring, the Company agrees that whenever a layoff or rehiring is necessary, the list of proposed layoffs or persons to be rehired will be submitted to the Shop Committee with an explanation by the Company Superintendent. If satisfactory to the Shop Committee, such list shall be promptly approved by it. If requested by the Union, the Superintendent will confer with it regarding the proposed layoffs and rehiring and if as a result of such conferences changes are made in the proposed lists, then both the Superintendent and the Shop Committee shall approve the list, and if not approved the matter may be presented as a grievance.

When the employee who is to be affected by layoff has been determined, said employee shall be notified by the foreman.

It is understood and agreed that there shall be no discrimination by either the Company or the Union in regard to employees who are or are not members of the Union.

Layoffs of a short duration, i. e., less than one week's duration, due to shortage of materials, breakdowns and interruptions of a similar character, are not subject to the above restrictions and procedure.

Employees who have at least six months and not more than five years seniority and who are separated from the payroll because of lack of work, will continue to accumulate seniority for as long a period as they were employed, up to a maximum of two years of unemployment. If such layoff exceeds a period of two years, such employee will no longer maintain seniority standing and will be considered a new employee, when and if rehired.

Employees with five years or more seniority, separated from the payroll because of lack of work, will continue to accumulate seniority for a maximum period of three years. If such layoff exceeds three years, such employees will automatically lose all seniority standing and will be considered new employees, when and if rehired.

**Section 9.** Employees "laid off" and desiring to retain their seniority rights must keep their address known to the Company and the Shop Committee. Upon being notified to report for work employees shall so report within a period of five days, unless prevented by illness, in which event the employee shall within five days cause the Company to be notified. Any employee failing to report or notify the Company as herein provided shall lose all seniority standing.

**Section 10.** Seniority and service with the Company will be broken:

- (a) When an employee quits or voluntarily leaves the Company's employ.
- (b) When an employee is "discharged".
- (c) When due to "lay off" because of lack of work, employee's absence from the plant exceeds the periods provided for in Section 8.
- (d) When an employee who has been "laid off" fails to report when recalled as provided for in Section 9.
- (e) When an employee fails to report for work at termination of a leave of absence.

**Section 11.** Employees working in War work departments not covered by classified divisions, for the war period will retain and accumulate seniority in the classified divisions from which they were transferred to war work.

New employees entering war work as probationary or without seniority, shall accumulate seniority in the particular war work division and after the war will carry this seniority to whatever division they may be transferred to after the war.

**Section 12.** All members of the Shop Committee, during their term of office, shall head the seniority list of the classified division in which they are employed. At the termination of their services as officers they shall be returned to their proper place on the seniority lists.

A Shop Steward, during term of office, shall have seniority over all employees doing same class of work within the department in which he is employed. Upon termination of his services as Steward, or when it becomes necessary to transfer him to another department, he shall be returned to his proper standing on seniority list.

In connection with above paragraph it is understood that no member of the Shop Committee or any Steward may exercise this special senior-

ity status unless he equals the job performance of the employee he replaces.

**Section 13.** A piece rate or hourly paid employee, who has heretofore been, or who may hereafter be promoted to any job not included in the bargaining unit, and who later returns to his former status as a production or maintenance employee, shall have his seniority accumulated without break during the time he served in such other capacity, upon his return to his former status.

**Section 14.** For the purpose of counting and recording at inventory time, the Company reserves the right to choose and select its employees which, in its opinion, it considers the best qualified for the particular work.

**Section 15.** Under regular operating conditions, foremen and supervisors will normally not be permitted to do regular production or maintenance work, except to train either themselves or other employees, or in the case of an emergency, or when work done by foremen or supervisors is for the purpose of facilitating production or maintenance work. The above restrictions shall not apply to "working" foremen or "working" supervisors.

## ARTICLE VI

### Hours of Work and Overtime

**Section 1.** The established workweek of the Company begins 12:00 o'clock midnight Saturday and extends to 12:00 o'clock midnight the following Saturday.

**Section 2.** The normal workday of the Company will consist of eight hours. The normal workweek of the Company will consist of five days. However, these schedules may be deviated from if the efficient operation of the plant, the war program, or the demand for goods justifies such deviation.

**Section 3.** When only one shift is worked the hours of work shall be from 7:00 o'clock A. M. to 12:00 o'clock noon, and from 12:30 o'clock P. M. to 3:30 o'clock P. M.

**Section 4.** When two shifts are worked the hours of the second shift shall be from 3:30 o'clock P. M. to 6:30 o'clock P. M. and from 7:00 o'clock P. M. to 12:00 o'clock midnight.

**Section 5.** When three shifts are worked the first shift shall be from 7:00 o'clock A. M. to 3:00 o'clock P. M. The second shift shall be from 3:00 o'clock P. M. to 11:00 o'clock P. M. The third shift shall be from 11:00 o'clock P. M. to 7:00 o'clock A. M. Deviations from the above hours may be made by mutual agreement.

**Section 6.** Pay day shall be on Thursday of each week (unless changed for cause), at which time employees covered by this agreement shall be paid for services rendered during the previous workweek, and said pay shall be distributed during working hours.

**Section 7.** On the first and second shift of two (2) shift operations, lunch periods shall remain the same as present, and on all three (3) of three shift operations, employees shall receive fifteen (15) minutes on Company time at the regular hourly rate for the lunch period. Modification of the above shift times may be made by mutual consent.

**Section 8.** The Company agrees to pay overtime in accordance with and as required by the provisions of the Federal Fair Labor Standards Act, the Walsh-Healey Act, the President's Executive Order No. 9240, and regulations thereto.

As of this date, overtime at the rate of time and one-half is required to be paid by the Federal Fair Labor Standards Act or the Walsh-Healey Act, when:

- (a) Hours worked per day exceed eight.

(b) Hours worked per week exceed forty. As of this date, said Presidential Order is interpreted to require:

- (a) The payment of overtime at the rate of time and one-half when employees in an emergency are required to work on the following holidays:

New Year's Day.

Decoration Day.

Independence Day.

Labor Day.

Thanksgiving Day.

Christmas Day.

- (b) The payment of doubletime for the seventh day's work where an employee works seven consecutive days within the same workweek.

These provisions shall remain in full force and effect for the duration of the emergency unless sooner affected by Act of Congress or Executive Order.

It is agreed that at the expiration of the effective date of the emergency, negotiations shall be reopened on overtime pay provisions.

**Section 9.** The Company may request any employee to work overtime. In such event the employee and the Steward shall be notified as far in advance as possible. When it becomes necessary to work overtime or extra time, the work shall be divided as equally as possible between all employees in the job classification within the department in which the overtime or extra time occurs, provided such employees are qualified to do the type of work required.

## ARTICLE VII

### Leave of Absence

**Section 1.** In special cases the present practice of the Company of allowing employees to absent themselves from work for brief periods

to take care of personal business will be continued when arrangements are made in advance therefor. In such cases the seniority rights of the employees will not be affected.

**Section 2.** When arrangements are made in advance, permission to be absent from work will be granted to employees who are selected as delegates, representing Local No. 865 of the International Union, UAW-CIO, for the purpose of attending regional or national conferences. This permission shall be extended to not more than ten (10) employees and shall extend to not more than thirty (30) working days per person per year.

## ARTICLE VIII

### Military and Naval Service

**Section 1.** In accordance with and under the provisions of the Selective Service Act and amendments thereto, the Company recognizes its obligation to reemploy, with accumulated seniority, those of its employees who have been or may be inducted into the military or naval services of the United States under the provisions of such Act.

As of this date, and in connection with the reemployment of such employees, such provisions of the Selective Service Act, as amended, are understood to be as follows:

"Section 8 (a). Any person inducted into the land or naval forces under this Act for training and service, who, in the judgment of those in authority over him, satisfactorily completes his period of training and service under section 3 (b) shall be entitled to a certificate to that effect upon the completion of such period of training and service, which shall include a record of any special proficiency or merit attained. In addition, each such person who is inducted into the land or naval forces under this Act for training and service

shall be given a physical examination at the beginning of such training and service; and upon the completion of his period of training and service under section 3 (b), each such person shall be given another physical examination, and upon the written request of the person concerned, shall be given a statement of medical record by the War Department: \* \* \*

"Section 8 (b). In the case of any person, who, in order to perform such training and service, has left or leaves a position, other than a temporary position, in the employ of any employer and who (1) receives such certificate, (2) is still qualified to perform the duties of such position, and (3) makes application for reemployment within forty days after he is relieved from such training and service—

"(B) if such position was in the employ of a private employer, such employer shall restore such person to such position or to a position of like seniority, status, and pay unless the employer's circumstances have so changed as to make it impossible or unreasonable to do so;

"Section 8 (c). Any person who is restored to a position in accordance with the provisions of paragraph (A) or (B) of subsection (b) shall be considered as having been on furlough or leave of absence during his period of training and service in the land or naval forces, shall be so restored without loss of seniority, shall be entitled to participate in insurance or other benefits offered by the employer pursuant to established rules and practices relating to employees on furlough or leave of absence in effect with the employer at the time such person was inducted into such forces, and shall not be discharged from such position without cause within one year after such restoration".

## ARTICLE IX

### Safety and Sanitation

**Section 1.** All reasonable shop rules and laws governing safety appliances and sanitary conditions shall be complied with by the Company and the Union.

**Section 2.** Further shop rules covering safety, sanitation and cleanliness shall be worked out and agreed to by the Union Safety Committee and the Management.

**Section 3.** Protective devices and other equipment for the protection and health of employees while on Company property, shall be provided by the Company when the Union Safety Committee and the Management agree that such devices and equipment are necessary.

## ARTICLE X

### Bulletin Boards

**Section 1.** The Company will erect or assign bulletin boards for the exclusive use of the Union.

**Section 2.** The Union agrees that it will limit the use of these bulletin boards to the following Union notices: Recreation and social affairs, meetings, appointments, notices of elections of Local 865, results of such Union elections, list containing rulings or policies of the International Union other than legal interpretations, and other matters which are authorized for posting by the Management.

## ARTICLE XI

### General and Working Conditions

**Section 1.** On all jobs the principle of equal pay for equal work, as interpreted by the War Labor Board, will be applied.

**Section 2.** The present Company Shop Rules, insofar as not in conflict with this contract, are

hereby adopted, and the Company agrees to revise said rules within two months and review them with the Shop Committee before they are adopted. Certain of these rules shall be jointly prepared.

**Section 3.** Any employee who has worked the previous workday and who reports for work when he has not been told in advance that there is no work available, shall be given not less than one-half day's work at his regular day rate.

**Section 4.** Where the employee's job is not open because of a condition beyond the Company's control, the above provisions will not apply.

**Section 5.** Any employee having left the plant, that is called back to work after his regular shift, will be given not less than three hours work.

**Section 6.** The policy of the Company of allowing a maximum period of fifteen minutes for short lunch and rest during the working shift will be continued.

In general, periods will be arranged as follows:

For Regular Day Shift, whose hours are 7 to 3:30, rest period about 9:00 A. M.

For Regular Second Shift, whose hours are 3:30 to 12, rest period about 9:00 P. M.

First Shift on Continuous operations, rest period about 9:00 A. M.

Second Shift on Continuous operations, rest period about 9:00 P. M.

Third Shift on Continuous operations, rest period about 4:00 A. M.

## ARTICLE XII

### Vacations

**Section 1.** The vacation plan for the 1942-1943 vacation year, i. e., the fifty-two weeks preceding June 26, 1943, will be according to the following schedule and conditions:

1. Two weeks vacation with pay—(five years service, or over).

For any employee having five years or more of service, as of December 31, 1942, and having forty weeks employment of twenty-four hours or more per week, during the year preceding June 26, 1943, and provided his separation from employment, if any, was not due to voluntary separation, or discharge.

2. One week vacation with pay—(one to five years service).

For any employee with less than five years service, as of December 31, 1942, having forty weeks employment of twenty-four or more hours per week, during the year preceding June 26, 1943, and provided his separation from employment, if any, was not due to voluntary separation, or discharge.

3. The rate of vacation pay shall be calculated on the basis of forty hours per week; and in the case of piece workers, at average hourly earning rate recorded for his last four weeks of regular piece work employment previous to June 26, 1943, disregarding overtime penalty; and in the case of day worker, at the hourly rate in effect in June, 1943.

#### **Employee Entering Naval or Military Service**

4. If an employee entering the naval or military service of the U. S. A., either by volunteering, by being called as a reservist, or by being drafted, fails to qualify as to days worked before induction into naval or military service of the U. S. A., such employee with five years of service as of December 31, 1942, will receive two weeks vacation pay. An employee with less than five years of service as of December 31, 1942, will receive one week vacation pay.

5. The period during which Vacations and Vacation Pay will be arranged for by the Com-

pany will be from May 15, 1943, to October 31, 1943.

## ARTICLE XIII

### Wages

#### Piece Workers

**Section 1.** The Company's Labor Remuneration Chart, as revised November 1, 1942, is attached hereto, made a part hereof, and for identification is marked Exhibit A. This Chart establishes the base rates for piece work jobs and the day rate for employees working on the respective jobs. This Chart does not have included the 20 cent bonus which is added to hourly pay of all workers.

**Section 2.** All permanent new prices set during the life of this contract will be in accordance with base rates as shown on said Labor Remuneration Chart.

All hourly rates of piece workers now in effect for their particular job will be maintained during the life of this contract.

All piece work prices now in effect will be maintained during the life of this contract, except where either a change is made in the design of the part, or in the method of manufacture.

**Section 3.** When an employee is transferred from one job classification to another, the hourly rate of the new classification will apply.

**Section 4.** The Company, during the life of this contract, will continue to pay to all piece workers the additional 20 cents per hour (four 5-cent general wage increases) now in effect.

**Section 5.** Employees shall record on Daily time slip ALL work performed on the day indicated on time slip, and no work shall be recorded on any daily time slip that was not performed on that day.

**Section 6.** Employees will be notified of new piece prices as soon as they are determined, and

the Company shall continue to post all piece prices.

**Section 7.** An employee on inventory work will be paid at his hourly rate in effect at that time.

**Section 8.** When employees are transferred from implement production jobs and new skill must be acquired, during a training period not to exceed two weeks, they will be paid a minimum hourly rate of 50 cents per hour, plus the additional 20 cents per hour (four 5-cent general wage increases) now in effect. After training period they will be paid the scale as provided in the Remuneration Chart.

**Section 9.** When new unskilled help is hired, during a training period not to exceed two weeks, they will be paid hourly rates as follows:

Men . . . . .	50 cents	+20 = 70¢
All Females . . . . .	40 cents	+20 = 60¢
Boys between 16 and 18 yrs. of age .	40 cents	

plus the additional 20 cents per hour (four 5-cent general wage increases) now in effect. After completion of training they shall receive the scale as provided in Remuneration Chart.

**Section 10.** When, at the request of management, an employee is temporarily taken off his regular piece work job, for the purpose of developing a new job, or taking care of an emergency, he will be paid the base rate of the job from which he was taken. To this amount will be added 20 cents per hour (four 5-cent general wage increases) now in effect.

**Section 11.** If an employee shall fail to earn the established base rate on any assigned operation, when there is a price set, because of the failure of the Company to maintain jigs, tools and fixtures, or by reason of faulty stock or lack of materials, or because of working on short

runs, when O. K.'d by the foreman, he shall be paid not less for the day than the base rate established for the job. To this amount will be added 20 cents per hour (four 5-cent general wage increases) now in effect.

(A) When a piece worker is required to work on a new production job on which no price has been set, he shall be paid 90 per cent of the base rate applying to the job. To this will be added 20 cents per hour (four 5-cent general wage increases) now in effect.

**Section 12.** All timing of operations shall be a matter of mutual agreement between the management and the employee.

**Section 13.** Should a disagreement arise between the Company and the employee regarding the timing of any operation, the following procedure shall be utilized:

(a) A representative of management and the Steward of the affected department shall jointly examine the facts in the case and shall attempt to reach a just determination.

(b) Any failure to agree will then be a matter of discussion between the Shop Committee and the Management.

**Section 14.** The Company agrees not to permit the change of any time card so as to reduce the amount shown to have been earned, without notifying the employee affected.

### **Day Workers**

**Section 15.** The Company's Hourly Rate Chart, marked Exhibit B, is attached hereto and made a part hereof. This Chart contains the present rate schedule of the straight hourly rated workers.

This Chart shall be used as a basis for determining minimum hourly rates to be paid employees in the various job classifications specified therein.

The rates set forth in said rate schedule, Exhibit B, include the 20 cents per hour (four 5-cent general wage increases) now in effect.

**Section 16.** All hourly rates for hourly workers now in effect, will be maintained during the life of this contract, except as follows:

- (a) The hourly rate of an individual employee may be advanced because of improvement in skill, merit, or transfer upward.
- (b) The hourly rate of an individual employee may be changed when his regular work is no longer available, and he, being offered, elects to accept work in a lower classification, then he shall receive the hourly rate of pay applicable to the new job classification.

**Section 17.** Disregarding advances in hourly rates of day workers, that may have been made during the negotiations of this contract, it is agreed that after the execution of this contract there shall be a review of all classes shown in the Hourly Wage Chart, Exhibit B, each six months.

**Section 18.** Whereas, it appears from the Company's records that they have granted general wage increases since January 1, 1941, to equal those as permitted under the Little Steel Formula of 15 per cent above the rates of January 1, 1941, the Union hereby withdraws the request for any general wage increase.

**Section 19.** It is recognized that the Death Disability and Pension Plan and the Sick Benefit Plan now operated by Deere & Company are not a part of this contract.

## ARTICLE XIV

### Apprentices

**Section 1.** The employment of indentured apprentices shall be as follows:

One apprentice for each trade, but not more apprentices than 15 per cent of the total number of employees within the classified division wherein the apprentice is to be employed at the time of indentureship.

Indentured apprentices are exempt from seniority and minimum wage provisions of this contract.

When apprentices are removed from the apprenticeship course for any reason, including graduation, and given other employment in the plant, they shall be given credit for the time they have spent in the apprenticeship course for seniority purposes.

It is agreed that this Article may be modified to conform to future government regulations.

Provided further, no present indentured apprentice shall be removed from employment because of this agreement.

## ARTICLE XV

### Maintenance of Membership ✓

**Section 1.** In the hope of securing uninterrupted operations of the plant, and in order to more effectively carry out the provisions of this contract, and to hold employees covered under the bargaining unit responsible for the faithful performance of said contract on their part, the Company hereby grants union maintenance of membership as herein defined, only for the duration of this contract, subject, however, to the following conditions and restrictions:

This grant of Union maintenance shall not be regarded as affecting in any way future negotiations pertaining to a new contract or a renewal of this contract and shall in no way be deemed a precedent, binding, controlling, or in any way influencing future negotiations and is granted by the Company solely because of the precedent established by the National War Labor Board by

its directive orders in determining issues pertaining to Union security.

**Section 2.** All employees who are members of the Union in good standing in accordance with the Constitution and By-Laws of the Union, on the date maintenance of membership becomes effective, and those employees who may thereafter become members of the Union, shall, as a condition of employment, remain members of the Union in good standing during the life of this contract.

**Section 3.** The Union shall forthwith furnish the Conciliator in this case with a notarized list of its members in good standing, duly sworn to by the President of the Union and attested by the Secretary. It being understood and agreed between the Union and the Company that said Conciliator, who has consented so to do, will immediately mail to each alleged member, as shown by said list, copy of the notice this day agreed to, which notice shall be signed by the Union and the Company, copy of said notice being hereto attached, marked Exhibit D. Such notice is to the effect that any alleged member of the Union will have fifteen (15) days from date of notice within which to withdraw his membership from the Union if he so desires, and advising the alleged members that if they do not consider themselves members of the Union, regardless of the fact that their names appear on said list of members, that they likewise shall have fifteen (15) days from date of notice within which to notify the Conciliator that they do not consider themselves members of the Union.

**Section 4.** After the expiration of said fifteen (15) days, provided any employee, whose name is on said list, shall have notified the Conciliator that he has withdrawn or desires to withdraw his membership from the Union, it is understood and agreed, and the Conciliator having consented so

to do, shall strike such employee's name from said membership list, and the Conciliator shall identify the striking of any such employee's name by placing his signature opposite each name so stricken, and will identify each page of said list by writing the date and signing his name thereon. The Conciliator, having consented so to do, will then and there deliver said original list to the Union, which list the Union has this day agreed to preserve. Union maintenance under this contract shall become effective from and after the date the Commissioner places on said Union membership list.

**Section 5.** In the event of a dispute involving an employee who may have become a member of the Union subsequent to the effective date of the maintenance of membership, the Union shall produce for the Company's inspection, the original application of said new member and the President and the Financial Secretary of the Union shall, under oath in writing, verify to the Company that said new member has paid his initiation fees and been admitted to membership in the Union.

**Section 6.** It is understood and agreed that after the effective date of said maintenance of membership, any question arising as to whether new members are subject to the maintenance of membership provisions of this contract, shall be made a grievance, to be adjudicated between the Company and the Union as provided for in the grievance procedure.

**Section 7.** Likewise in the event the question arises as to whether an employee should be discharged because of his failure to pay membership dues, said employee shall have the right to make said question of his failure to pay said dues as a matter of grievance, to be adjudicated between the Company and the Union, as provided for in the grievance procedure. It is further un-

derstood and agreed that should any such employee raise the question as to whether he should be discharged because of his failure to pay membership dues, he shall be permitted to continue to work until said matter has been so adjudicated.

### **TERMINATION**

THIS AGREEMENT shall become effective this 18th day of February, 1943, and thereafter remain in full force and effect until the 18th day of February, 1944, and thereafter from year to year, unless thirty (30) days prior to such dates either party gives notice in writing of a desired change in or termination of this agreement. In the event that a notice is given of a desire for change, the negotiations shall be opened not less than fifteen (15) days prior to expiration date.

This contract may be amended by mutual agreement.

#### **FOR THE COMPANY:**

L. A. Paradise  
General Manager

E. A. Gullberg  
Factory Manager

#### **FOR THE UNION:**

Archie T. Anderson  
President

Cecil L. Leeds  
Recording Secretary

Carl Kran  
Bargaining Committeeman

Ture Hellgren  
Bargaining Committeeman

George Hughes  
Bargaining Committeeman

Norman W. Wallace  
Bargaining Committeeman

Russell Skaggs  
Bargaining Committeeman  
A. M. Sperry  
Bargaining Committeeman  
Clarence A. Cruse  
Bargaining Committeeman

FOR THE INTERNATIONAL UNION:

Harland D. Burcham  
International Representative

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EXHIBIT "B"

JOHN DEERE HARVESTER WORKS

Day Rates of Day Workers, as of Feb. 2nd, 1943.

Foundry

Foundry Millwright:

(a)	\$1.00	2 Men
(b)	.85	1 Man
Laundry Man	.75	1 Man
Board Man	.75	1 Man
Foundry Labor	.70	3 Men
		<hr/>
Total		8 Men

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Forge Shop

General		
Blacksmithing	\$ .97½	1 Man
Furnace Repair	.85	1 Man
Crane Tender	.85	1 Man
Die Room		
Attendant	.80	1 Man
✓ Clean Forgings	.80	1 Man
Blue Print Clerk	.65 - boy	1 Man
		<hr/>
Total		6 Men

NOTE: These rates include the \$ .20 per hour.

# Repairs Dept. 16

## Repair Orders:

(a)	\$ .90	4 Men
(b)	.82½ to .85	5 Men
(c)	.80	10 Men
(d)	.70 to .75	3 Men
(e)	.65	8 Men

## Stock Repairs:

(a)	.90	2 Men
(b)	.85	2 Men
(c)	.80	4 Men
(d)	.75	1 Man
(e)	.65	10 Men

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Total 49 Men

## Tool Room

### Die Sinkers:

(a)	\$1.25	2 Men
(b)	1.00 to 1.10	3 Men

### Tool Makers:

(a)	1.15 to 1.20	8 Men
(b)	1.10	10 Men
(c)	1.00 to 1.05	6 Men

### General Machinists:

(a)	1.10	2 Men
(b)	1.05	2 Men
(c)	.95 to 1.00	2 Men

### Machine Operators:

(a)	1.10 to 1.15	1 Man
(b)	1.05	8 Men
(c)	.80 to .95	5 Men

Heat Treat 1.10 1 Man

Tool Grinder 1.05 1 Man

Saw Filer 1.07½ 1 Man

Tool Crib .80 1 Man

Die & Jig Repairs .85 to 1.00 3 Men

Learners .57½ to .82½ 3 Men

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Total 59 Men

NOTE: These rates include the \$ .20 per hour.

### Carpenters Dept. 24

Carpenters:		
(a)	\$ .95	3 Men
(b)	.90	3 Men
(c)	.85 to .87½	3 Men
Carpenter Helpers:		
(a)	.80	1 Man
(b)	.75 to .77½	2 Men
Handy Man (General Repairs, Maintenance)		
	.77½	1 Man
Truck Repair	.77½	1 Man
		Total 14 Men

### Power House Dept. 25

Engineers:		
(a)	\$. 97½	1 Man
(b)	.95	3 Men
Pipe Fitters:		
(a)	.95	1 Man
(b)	.90	1 Man
(c)	.85 to .87½	2 Men
Pipe Fitters Helpers:		
(a)	.82½	1 Man
(b)	.80	1 Man
(c)	.77½	1 Man
Pipe Welders and Machine Repair		
	.90	1 Man
Firemen:		
(a)	.87½ P'w'r House	3 Men
(b)	.80 "R" Sheds	7 Men
Boiler Repair:		
(a)	.83	1 Man
(b)	.80	1 Man
(c)	.75	1 Man
R'p'r Man (Misc.)	.75	1 Man
Ash Tender	.70	3 Men
Helpers: (Misc.)		
(a)	.75	1 Man

NOTE: These rates include the \$ .20 per hour.

(b)	.70	2 Men
Labor	.70	1 Man
		<hr/>
		Total 33 Men

### Inspectors Dept. 26

#### Inspectors:

(a)	\$1.05	to 1.10	2 Men
(b)	.95	to 1.00	5 Men
(c)	.90	to .92½	30 Men
(d)	.80	to .87½	20 Men

#### Women: (e)

.70

*44 women*

4 Women *44*

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Total 61 Men  
and Women

### Millwrights Dept. 28

#### Millwrights and Machine Repair:

(a)	\$1.07½		1 Man
(b)	1.00	to 1.05	8 Men
(c)	.90	to .95	4 Men
(d)	.80	to .85	3 Men

#### Millwrights:

(a)	.85	1 Man
(b)	.80	2 Men

#### Millwright Machinists:

(a)	1.00	2 Men
(b)	.95	1 Man
(c)	.80	2 Men

#### Maintenance

Inspector	1.05	1 Man
Bench Machine		
Repair	1.07½	1 Man
Tractor		
Mechanic	.95	1 Man

NOTE: These rates include the \$ .20 per hour.

**Welder (Repair Machines):**

(a)	1.00	1 Man
(b)	.95	1 Man
(c)	.90	1 Man

**Maintenance Sheet Metal:**

(a)	.85	1 Man
(b)	.75	1 Man

**Oilers:**

(a)	.85	2 Men
(b)	.80	1 Man

Belt man	.90	1 Man
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**Millwright Helpers:**

(a)	.85	1 Man
(b)	.80	6 Men

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Total 43 Men

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**Electricians Dept. 29****Electricians:**

(a)	\$1.10	2 Men
(b)	1.05	4 Men
(c)	.95	1 Man
(d)	.80	1 Man

**Electrician Helpers:**

(a)	.80	2 Men
(b)	.70	1 Man
(c)	.65	1 Man

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Total 12 Men

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**Elevator Operators****Elevator Operators:**

(a)	.75	1 Man
(b)	.70	6 Men

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Total 7 Men

NOTE: These rates include the \$ .20 per hour.

## Crane Operators

Locomotive Crane	\$ .92½	2 Men
Crane Operator, Electric:		
(a)	.85	2 Men
(b)	.77½ to .80	2 Men
Locomotive Crane Helper	.75	1 Man
		Total 7 Men

## Miscellaneous Labor and Janitors

Tool Grinder	\$1.02½	1 Man
Tool Crib Attendants:		
(a)	.90 to .95	2 Men
(b)	.80 to .82½	4 Men
(c)	.75	4 Men
(d)	.65	1 Woman
Saw Filer—		
Wood Shop	.90	1 Man
Repair Pickup	.85	2 Men
Receiving Clerks:		
(a)	.85	1 Man
(b)	.80	1 Man
Reception Clerk	.80	1 Man
Timekeeper	.75	1 Man
Blueprint Clerk	.75	1 Man
Yard Labor	.70	6 Men
Scrap Men:		
(a)	.80	1 Man
(b)	.75	5 Men
General Labor:		
(a)	\$ .80	1 Man
(b)	.75 to .77½	3 Men
(c)	.70	2 Men
Roto Sweeper	.75	1 Man

*now same as him*

NOTE: These rates include the \$ .20 per hour.

Janitors	.70	46 Men
Janitress	<del>.70</del> <i>.60</i> to .65	2 Women
<i>3 and 40 men</i>		Total 87 Men and Women

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### Tractor Drivers and Truckers

Tractor Drivers:		
(a)	.88 $\frac{1}{2}$	6 Men
(b)	.80	1 Man
Truckers:		
(a)	.85	1 Man
(b)	.82 $\frac{1}{2}$	2 Men
(c)	.80	13 Men
(d)	.75	28 Men
(e)	.70	10 Men
		Total 61 Men

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### Setup Men—All Depts.

Setup Punch Pressers:		
(a)	\$1.00	1 Man
(b)	.97 $\frac{1}{2}$ to .98	2 Men
Setup Machining:		
(a)	1.05	3 Men
(b)	1.00	4 Men
(c)	.97 $\frac{1}{2}$	1 Man
		Total 11 Men

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NOTE: These rates include the \$ .20 per hour.

**List of John Deere Harvester Works Skilled  
Employees, Who Are to be Exempt from the  
Seniority Provisions of the Contract.**

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**Power House**

651	C. W. Green—Engineer
653	E. J. Malmstrom—Fireman
666	Mark Seim—Pipe Welding
668	W. S. Stone—Boiler Repair
669	F. O. Henson—Pipe Fitter
678	L. A. Stone—Fireman
680	R. E. Watson—Pipe Fitter
683	A. F. Rayes—Pipe Fitter
690	T. A. Donaldson—Boiler Repair
691	J. B. Booker—Engineer
692	J. A. Neff—Fireman
693	J. H. Christianson—Engineer
697	P. F. Konitzer—Engineer
699	J. F. Belouski—Pipe Fitter

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**Toolmakers**

1201	H. J. Wells	1235	R. F. Hultgren
1202	J. E. Hay	1239	C. R. Skinner
1203	M. E. Smith	1240	J. A. Cowley
1204	G. D. Braet	1242	Ivor Gunt
1205	E. F. Erdely	1243	A. F. Carlson
1207	H. R. Pobanz	1249	A. E. Carlson
1213	A. A. Carlson	1253	C. A. Cederblad
1215	Aug. Donis	1260	R. L. Keefer
1216	M. J. Hibernick	1269	F. W. Swenson
1218	F. H. Bennitt	1273	F. Netser
1220	Nick Mandoki	1280	Carl Lawrence
1223	Anton R. Carlson	1281	Parker Gale
1225	R. L. Jones	1285	Anton Hasz
1227	G. B. Christianson	1286	Chas. Byers
1231	J. Duncan		

### **Millwrights**

1001 R. B. Newell	1062 J. G. Warnock
1012 P. S. French	1072 C. S. Robinson
1019 G. A. Hart	1079 P. H. Wilms
1036 E. H. Sellmer	1081 G. F. Hendricks
1051 A. Thompson	1091 W. P. Kleinau
1052 G. E. Moorehouse	1092 F. W. Kershaw
1056 R. E. Stodd	1097 A. B. Stephenson
1059 G. M. Berge	

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### **Electricians**

631 J. H. Douglas	636 G. C. Free
632 G. W. Arvidson	641 L. M. Jurgenson
633 P. M. Johnson	635 Chas. E. Stoneburg

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### **Carpenters**

904 C. L. Andries	922 L. Neels
909 F. Berry	926 D. Milne
921 A. Pobanz	919 Clifford E. Eyestone

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### **Inspectors**

702 Hugo Liedtke	728 R. Hoagland
703 J. Polednick	731 H. Carlson
705 Oscar Veys	732 Geo. Turner
716 R. McLeod	733 W. Chapman
718 Chas. Delcourt	734 R. McCarty
719 H. Van De Woestyne	741 A. Nelson
722 J. Hensley	742 Henry Dopler
724 F. White	745 L. A. Edwards
725 F. Richmond	748 Oscar Christenson
727 Ben Likely	760 H. De Kezel

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### **Magnaflux Operators**

711 Ed Moody	738 H. Blackman
742 Geo. Rush	746 Warren Nash

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### **Automatic Machine Operators**

Nels Dahlquist	Robert Mason
Harry Krambeck	Ed Harnell

### **Bevel and Face Grinders**

3784 Ed Paul	5777 Clarence Griffin
5721 Earl Morris	5798 Dick Hickman

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### **Bar Builders and Knife Straighteners**

3201 T. L. Hermstrom	3255 John Hofstetter
3208 H. M. Hofstetter	3258 Chas. Hofstetter
3309 R. Roudebush	3268 L. W. Nickerson
3252 Earl Pifer	3276 Art M. Sipes
3253 M. K. Lagaroff	3279 Ed Kardell

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### **Cylinder Balancing Machine**

James Miller

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### **Tocco Hardening Machine**

Maurice Verlinden	Dale Sholl
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## EXHIBIT "C"

### Men Transferred to Other Deere & Co. Plants Between 8-28-42 and 9-12-42

Spreader Works	Date Transferred	Date Returned
Victor C. Teichman	9-3-42	11-4-42
William H. Daniels	9-3-42	
Bernard T. Hillier	9-4-42	11-3-42
Stephen L. Ulman	9-4-42	11-3-42
Edwin H. Malmstrom	9-4-42	11-2-42
Jack E. Matson	9-4-42	
Jacob J. Hardi	9-4-42	11-2-42
Hiram D. Cooper	9-4-42	11-2-42
Lyford W. Skelton	9-4-42	
Carl S. Johnson	9-4-42	
Riley I. Bristol	9-4-42	
Gust R. D'Haenens	9-4-42	
Francis E. Gaumer	9-4-42	
Thomas B. Turner	9-4-42	
Lester L. Stithem	9-4-42	11-2-42
James Soucinek	9-4-42	11-4-42
Robert D. Campbell	9-4-42	
Lloyd W. Lopeman	9-8-42	11-2-42
Louis M. Berrell	9-4-42	
Emil C. Lapeer	9-11-42	11-12-42

Union Malleable	Date Transferred	Date Returned
Isaac Allen	8-28-42	
Bernard L. Malaney	8-31-42	11-12-42
Geo. A. Moraetes	8-28-42	
Johnie J. Smith	8-29-42	11-12-42
Angele B. Valantos	8-28-42	
Gust C. Verges	8-28-42	11-18-42
Henry H. Owens	8-28-42	11-10-42
Roy Brinker	8-28-42	
Julius A. Dumolein	8-31-42	11-11-42
Steve W. Murphy	8-31-42	11-24-42
Louis H. Belman	8-28-42	11-18-42

Deere & Mansur	Date Transferred	Date Returned
Harold L Kindelsperger	8-28-42	
Carl O. Franson	8-31-42	
Oren M. Grant	8-31-42	11-3-42
Joseph Laethem	8-31-42	11-5-42
Loyal R. Newberg	8-31-42	11-6-42
Claude M. Powers	8-31-42	11-3-42
Joseph Smith	8-31-42	11-3-42
John Spatharakis	8-31-42	11-3-42
Julian H. Belman	8-31-42	Drafted 9-30-42
	while working at D&M	
John Deere Spreader Works	20 men	
Union Malleable Iron Co.	11 men	
Deere & Mansur	9 men	

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Total 40 men

### EXHIBIT "D"

#### Notice to John Deere Harvester Works Employees

The Company and the United Automobile, Aircraft and Agricultural Implement Workers of America, C. I. O., have entered into a collective bargaining contract providing for union maintenance.

By "union maintenance" is meant that any John Deere Harvester Works employee who has joined the Union in the past, or who may join the Union in the future, must pay his dues promptly each month or lose his job with the Company, unless he withdraws from the Union within fifteen (15) days after the date of this notice.

The Union has furnished James E. Palmer, United States Conciliation Commissioner of the Department of Labor, with a list of all John Deere Harvester Works employees whom the Union claims are members. Your name is on this list.

It has been agreed between the Company and the Union that all employees shall have fifteen (15) days from the date of this notice within which to withdraw or resign from the Union if they desire to do so. If you are a member of the Union and wish to withdraw or resign therefrom, or if you do not consider yourself a Union member and do not wish to be bound by this union maintenance provision, you should so notify James E. Palmer, United States Conciliation Commissioner, LeClaire Hotel, Moline, Illinois, within fifteen (15) days from the date of this notice.

You will understand that John Deere Harvester Works employees desiring to remain members of the Union need not notify the Commissioner.

Yours truly,

JOHN DEERE HARVESTER WORKS OF  
DEERE & COMPANY

UNITED AUTOMOBILE, AIRCRAFT AND  
AGRICULTURAL IMPLEMENT WORKERS  
OF AMERICA, C. I. O., LOCAL No. 865

Differ. types of insects  
they have never done  
before



\$0.20 per Hr. not included

## LABOR REMUNERATION CHART

LABOR GRADE	DAY RATE	BASE RATE	FOUNDRY	FORGE SHOP	WELDING	HEAT TREAT	WOOD SHOP	CUTTER BAR & SECTIONS
2	\$0.725	\$1.00		Steam Hammer Heavy Rolls-HOT				
3	.70	.95	Floor Mould Drop Mach. & Roll Over Beh. -Matchboard & Plate Squeezer Heavy Matchboard Beardsley Head Man	Spring Hammer Intricate Drop Forge 1000 lb. to 2000 lb. Forge Mech. Intr. Maxi & 40C Press				Str. Knives
4	.675	.90	Beh. Light Plate Jolt Squeezer Beardsley Helpers Beardsley Set Cores Pour & Shift Moulds	Hot Press Intricate 32 & 34 Gang Punch Handfire Intricate Bulldozer Heavy		Rake Tooth Machine Bulldozer	Shaper	Face Grind Bevel Grind Line Cutter Bars
5	.65	.85	Core Maker Beh.	Blank Intricate Farr & 13	Arc Weld Acetylene Weld Aluminum Spot Weld		Roller Lathe	
6	.625	.80	Beardsley-Pour -Dump -Clamp Charge Cupalo	Handfire Simple Gate Shear No. 0 Bulldozer Hot Eye Bender Forge Mach. Simple	Spot Weld Line & Unit Parts	Tocco Harden Flame Harden		
7	.60	.75	Oven Tender Chip Frames Face Grind	Shr. & Trim Bar Stock Cold Saw & Chamfer Blank from Bar 13 Press Peh. & Bend No. 0 Bulldozer Cold Cold Set to Gage Cold Str. Heavy Landis Threader Rolls Cold Hot Press Simple Cutting Torch	Flash Weld	Set & Test Rake Teeth Square Bend Point Rake Teeth Cyanide Pot Lead Pot Rot. & Pit Carb. Draw & Temper Trim Press Heat Treat Aluminum	Jointer Band Saw Sticker Pole Sticker Pole Bore Gg. Bore Wood Lathe Str. Gudgeons Swing Saw Rip Saw Pitman Lathe Universal Saw	Serrate Blank & Peh. Chain Furnace Rivet Knives 13 Press & Farr Pu
8	.55	.70	Denler Core Blower	Rope Drop Str. Grind Heavy Helpers-Hot Work	Spotweld Simple	Rake Tooth Machine Dip-Carry-Feed	Mortise Planer Slat Bore Slat Shaper Dowel Machine Assemble & Drill Rollers Wood Sgl. Bore Sander	Str. Sections Stack Brush & Insp Sec. Rivet Trim Set Polish
9	.525	.65	Sorter Chute & Mill Chip & Grind Sand Blast Gather Material Dump & Shift Moulds Sand Mixer Wire Machine Weigh & Check Castings Core Carriers Assemble Cores Sand Cutters	Cold Str. Ordinary Grind-light-simple				Countersink Polish Sections
10	.50	.625	Blacken Cores Pack Off Cores Str. Core Wires Foundry Labor	Helpers Cold Work Truck Rattle Mill		Wash & Rattle	Helpers	Dry Box Rattle Mill & Stack Stick Rivets
24	.40	.50						

## JOHN DEERE HARVESTER

December 6, 1941 Revised November 1, 1942

AR NS	MATERIAL HANDLING	ASSEMBLE PACK	PAINTING & FINISHING	SHEET METAL	MACHINING	AIRCRAFT ASSEMBLY	AIRCRAFT SHEET METAL
					Automatic First Class		
		Balance Cylinder Motor Assembly	Spray Intricate	Blank, Peh. & Form Large Power Break 6' to 10'	Norton & Landis Grinders- Gg. Turret Lathes Intr. Automatics Second Class Gg. Hobber Centerless & Internal Gdr.		Hyd. Press Forming Blank, Peh. & Form Large Power Break 6' to 10'
					Turret & Bar Stk. Lathes Intricate Boring Mill		Gate Shr. Aluminum Blank & Form Small
		Line Assembly & Pack	Stripe & High Light Stencil & Transfer Spray Simple Flow Coat Anodize, Cromodize Headman	Gate Shr. 6' to 10'	Gg. S-I, Multiple, Radial Drills Intricate-Large Milling Mch. & Shaper Do All Saw Eng. Lathe Intricate	Assemble Floor & Intricate Dimpling Machine	Str. & Form Intricate Router Shaper
Punch	Scale and Sort Lumber	Unit Assembly & Pack Air Press Close Tolerance Hvy. Mach. Rivet Close Tolerance Hvy. Str. Shaft & Rolls	Hand Brush & Dip Spray Machine	Peh. & Bend Ordinary Blank Simple Gate Shr. Small 3' to 6' Rotary Shear Edger Sheet Metal Bench Seamer Power Break 3' to 6'	Gg. Drill Ordinary Multiple Drill-Small Landis Threader Burr Hvy. & Intricate Simplimatic Helper Face Grind-Disc Gear Hobber Small Worm Miller Hydraulic Str. to Gauge		Radial Drill Large Burr Bench & Delta Special Hand Drill Rolls Sgl. Peh. & Bend Aluminum Disc & Band Saw
Inspect Drill Plate Grind	Car Loader Headman	Assembly Ordinary Rotary Riveter Chain Press Make Crates & Boxes Stock Up Lines Air Press Air Press	Air Dip Washing Machine Cadmium Plate Parkerize		Sgl. Drill Avey 2 Spindle Keysater Pulley Grinder Centering Mach. Hand Miller Grd. & Polish-Hnd. Intr. Radial Drill Ordinary	Machine Rivet Intricate Press Bushings Assemble Ordinary Make Crates & Boxes	Str. Simple Radial Drill Small Sander Hyd. Press Helper
	Load & Unload Cars Truck & Store Finished Goods Put up orders & Deliver Hardware Handle Lumber Handle Castings		Clean to Paint Hang to Anodize Hang to Cromodize Clean to Spotweld		5 Spdle & Gg. Spd. Drill		
tack	Truck	Assemble Simple	Spray Mach. Helper	Helpers on Shr. & Brk.	Spd. Drill Machine Helpers Burr Drill Press	Assemble Simple Machine Rivet Simple	Large Press Helpers
		Assemble Canvas Drill Slate Spd. Drill Shear Rot. Riveter Grind Rollers					

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# **AGREEMENT**

**DATED APRIL 29, 1943**

**BETWEEN THE**

**J. I. CASE CO.**  
**ROCK ISLAND WORKS**

**AND**

**LOCAL 806**

**INTERNATIONAL UNION, UNITED AUTOMOBILE,  
AIRCRAFT AND AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA, C. I. O.,**

**AND ASSOCIATED MATERIAL**

June 15, 1943

To Rock Island Employees of  
J. I. Case Company:

In this Booklet you will find printed the following material:

1. Letter of Aug. 3, 1942 from J. I. Case Co., to National War Labor Board giving the terms of the Company's acceptance of the Boards Directive Order issued July 22, 1942.
2. Agreement dated April 29, 1943 between the J. I. Case Co. and Local 806 of the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, C. I. O.
3. Interpretations of various clauses of the agreement agreed upon before the Panel of the War Labor Board at the hearing in Washington, D. C., June 1 - 6, 1942.

August 3, 1942

National War Labor Board,  
Washington, D. C.

J. I. Case Company will comply with the Directive Order issued July 22, 1942, as follows:

#### **I. HOURS OF WORK**

The Company will include, as a part of any new contract agreed upon, a provision requiring double time pay for a seventh consecutive day.

#### **II. GRIEVANCE TIME ALLOWANCE**

The Company will not include, as a part of any new contract agreed upon, a clause providing for payment by the Company of stewards and members of the Bargaining Committee, for time spent in handling grievances.

#### **III. GRIEVANCE PROCEDURE**

The Company will include, as a part of any new contract agreed upon, provisions—

- (a) That in the first step of the grievance procedure the employee may go to his foreman "with or without" his steward;
- (b) A single grievance procedure without reference as to whether the individual is a member of the union.

The panel report, as adopted by the Board, states—

"The Panel believes that the rights of an individual as accorded under Sec. 9(a) of the NLRA will remain the same whether set forth in this contract or not. Thus grievance procedure should be set up without reference as to whether an employee is a member of the Union. Only one method of procedure need be provided. No reason appears why this can be said to conflict with Sec. 9(a) of the Wagner Act."

It is therefore assumed, and the Company's assent is predicated thereon, that compliance with the Board's Order will not in any respect affect the right of any individual employee or group of employees to present grievances as defined in said Sec. 9(a) of the NLRA.

#### **IV. LEAVES OF ABSENCE**

The Company will include, as a part of any new contract agreed upon, the following provision:

"The Company agrees to give serious consideration to applications of union members for leaves of absence for the purpose of assuming full time duties for the Local Union, the International Union, and the C. I. O."

#### **V. INDIVIDUAL CONTRACTS**

The Company will discontinue the practice of obtaining individual contracts.

The report of the Panel, as adopted by the Board, stated—

"In discussing the grievance procedure the Panel has already said that it finds no necessity for including in this agreement a clause preserving to the individual the rights which he has to present grievances to the Company individually. In the same manner the Panel sees no necessity of setting forth in this contract the fact that nothing herein contained shall interfere with the right of an individual not a member of the Union to deal with the Company individually. Rights an individual may have to so deal exist and will continue to exist independently of this contract."

The Company has agreed to forego its constitutional right to obtain individual contracts. The Company, of course, cannot waive on behalf of any individual employee, nor should it disregard, any constitutional right which the individual employee may have to make his individual contract with the Company.

## VI. RECOGNITION

(1) The Company agrees to omit from any new contract agreed upon reference to the right of the individual, not a member of the union, to deal with the Company individually.

The Company's assent to the foregoing is predicated upon its understanding of the order as stated in Paragraph "V" above.

(2) The Company agrees not to make reference in any new contract agreed upon, to the Union's agreement of February 6, 1937, Appendix "A", (Erroneously termed in the order "Company's Statement of Policy.")

The Panel report adopted by the Board states—

"Whether or not the document shown in Appendix A continues in force is not a question upon which this Panel should make recommendations. By excluding a reference to it in Article X no reflection is cast upon its legality."

The Company therefore assumes, and its assent is predicated thereon, that the omission of reference in no respect affects the legality of Appendix "A", and it asserts the validity and continuing effect of the contract referred to as "Appendix A".

## VII. UNION SHOP

The Company will include in any new contract agreed upon the following provision:

"All employees who, 15 days after the date of the Directive Order of the National War Labor Board in this case, are members of the Union in good standing, in accordance with the constitution and by-laws of the Union, and those employees who may thereafter become members shall, as a condition of employment, remain members of the Union in good standing during the life of the agreement.

"The Union shall promptly furnish to the National War Labor Board a notarized list of members in good standing 15 days after the date of the Directive Order. If any employee named on that list asserts that he withdrew from membership in the Union prior to that date, the assertion or dispute shall be adjudicated through the grievance machinery as provided in the contract and failing there by an arbiter appointed by the National War Labor Board whose decision shall be final and binding upon Union and the employee."

The foregoing will apply to any contracts agreed upon for Rockford and Rock Island, except insofar as the provisions may be obviously not applicable.

J. I. Case Company has agreed to comply with the Directive Order for the duration of the war, solely in an effort to cooperate with the War Labor Board's interpretation of what is best in the war effort, and not because of any belief on its part that the Directive Order is either economically sound, legally or morally just, or essentially constitutes a contribution to the war aims or effort.

The Company has fully stated its position on the various items in its brief heretofore filed with the Board and reserves the right to assert any legal question in an appropriate proceeding.

By Order of BOARD OF DIRECTORS

CHAS. J. MOORE

Assistant Secretary

AGREEMENT ENTERED INTO ON THE 29TH DAY OF APRIL 1943, BY AND BETWEEN THE J. I. CASE COMPANY, ROCK ISLAND WORKS, OF ROCK ISLAND, ILLINOIS, HEREINAFTER CALLED THE COMPANY, AND LOCAL NO. 806 OF THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT, AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, CIO, HEREINAFTER CALLED THE UNION.

## ARTICLE I—RECOGNITION

Section 1. In accordance with the certification of the National Labor Relations Board the Company will bargain collectively with the Union pursuant to the provisions of Section 9(a) of the National Labor Relations Act as the exclusive representative of all production and maintenance employees of J. I. Case Company, Rock Island, Illinois plant exclusive of office and clerical employees and other supervisory employees, and pattern makers and pattern makers' apprentices, with respect to rates of pay, wages, hours of employment and other conditions of employment.

In the event question shall arise pertaining to the exclusion of any additional employees or group of employees from the bargaining unit, such question shall be considered by the parties hereto.

Section 2. All employees who, 15 days after the date of the Directive Order of the National War Labor Board in this case, are members of the Union in good standing in accordance with the constitution and by-laws of the Union, and those employees who may thereafter become members shall as a condition of employment, remain members of the Union in good standing during the life of the agreement.

The Union shall promptly furnish to the National War Labor Board a notarized list of members in good standing 15 days after the date of the Directive Order. If any employee named on that list asserts that he withdrew from membership in the Union prior to that date, the assertion or dispute shall be adjudicated through the grievance machinery as provided in the contract and failing there by an arbiter appointed by the National War Labor Board whose decision shall be final and binding upon the Union and the employee.

## ARTICLE II—REPRESENTATION

Section 1. The following procedure for collective bargaining and the handling of grievances shall be placed in effect:

- A. The Union's bargaining committee shall consist of nine in number, to be made up of the president, vice-president, recording secretary and six employees from the Works-at-large. The Company will designate its representatives.

- B. In special cases the Union reserves the right to have other members sit in conferences between the bargaining committee and the Company.

Section 2. Details for the presentation and adjustment of grievances will be as follows:

- A. Any employee having a grievance shall first take the matter up with the foreman, with or without his steward as the employee chooses. In the event the persons involved believe the situation warrants, the employment manager (or plant superintendent in case the employment manager is not available) will be called in an effort to expedite the settlement of the grievance.
- B. Failing a settlement with the foreman, the grievance shall be presented to the employment manager (or plant superintendent if the employment manager is not available) after working hours. The aggrieved employee, his foreman, and his steward or committeeman may attend this meeting. An answer shall be given within 24 hours after presentation of the grievance.
- C. Failing a settlement with the employment manager (or plant superintendent) the grievance shall be presented to the plant management at the next meeting with the bargaining committee. An answer is to be given within 48 hours after presentation.
- D. Regular meetings between the Company and the bargaining committee shall be held weekly on the date agreed upon. Either the Company or the bargaining committee may request a joint meeting in the event of an emergency, and such meetings shall be held at a reasonable time after receipt of written request therefor stating the nature of the business.
- E. The Union reserves the right to call in its outside chosen representatives at any time during meetings of the bargaining committee and the management's representatives.
- F. The parties agree that there will be no stoppage of work until the above grievance procedure has been complied with and the matter in controversy has been in the hands of the top representatives of the Company and the Union for not less than 7 days.
- G. When the nature of the difficulty concerns more than one employee, the decision of the steward and the corresponding management representative may be reviewed by the bargaining committee and the management.
- H. The Company will keep minutes of all meetings with the bargaining committee, and promptly after each meeting a copy thereof shall be delivered to the Union's recording secretary. If there is no objection presented at the next meeting, the minutes shall stand of record.

### ARTICLE III—HOURS OF WORK

Section 1. Hours of work shall consist of 8 consecutive hours (except as provided in Section 2) in any 24-hour period, and 40

hours in any five (5) consecutive 24-hour periods beginning on Monday; provided, however, that for the duration of the war emergency, 40 hours in any 5 consecutive 24-hour periods shall constitute the work week except as hereinafter provided.

Section 2.

- A. When one shift is needed the hours shall be from 7:30 A.M. to 12:00 noon, and from 12:30 P.M. to 4:00 P.M. *1/2 hr.*
- B. When two shifts are needed the hours shall be as follows: *1/2 hr.*  
From 7:30 A.M. to 12:00 noon and from 12:30 P.M. to 4:00 P.M. for the first shift; from 4:00 P.M. to 7:30 P.M. and from 7:45 P.M. to 12:00 midnight for the second shift. *th 8:14*
- C. When three shifts are needed the hours shall be as follows: *1/4*  
The first shift from 8:00 A.M. to 12:00 noon and from 12:15 P.M. to 4:00 P.M.; the second shift from 4:00 P.M. to 7:30 P.M. and 7:45 P.M. to 12:00 midnight; the third shift from 12:00 midnight to 4:00 A.M. and 4:15 A.M. to 8:00 A.M. *1/4*

Modification of the above shift time may be made by mutual written agreement. On the second shift on two-shift operation and on all three shifts on three-shift operation, 15 minutes will be allowed for a lunch period and will be paid for by the Company at the employee's hourly rate except as to piece workers who shall be paid therefor on the basis of their average hourly piece work earnings for the day.

Section 3. Any time worked in excess of the base hours shall be paid for at one and one-half times the employee's regular hourly earnings except that double time shall be paid for all time worked on the 7th consecutive day.

Section 4. Any employee who reports for work when he has not been told in advance that there is no work available shall be paid for not less than 3 hours of work at his regular day rate, providing he is not assigned to other work. Those employees so reporting and placed on other work will be paid the rate established for the job they perform on this temporary assignment. This clause does not apply where work is not available by reason of conditions beyond the control of the Company.

Section 5. The Company may request any employee to work overtime. In such event the employee and the steward shall be notified in advance. All overtime shall be divided as equally as practicable.

## ARTICLE IV—SENIORITY

Section 1.

- A. The following conditions shall determine an employee's seniority standing:
  - 1. The first 90 days of cumulative service (which must be completed within 1 year) is a probationary period during which time there shall be no responsibility on the part of the Company for the continued employment of the new employee. When the probationary period is completed, seniority will date back 90 days from the date of completion of probation.

- B. Seniority shall be deemed to consist of (a) length of service and (b) class of work and qualifications of the employee for the job. In application the Company shall give prime consideration to length of service.
- C. All of the members of the bargaining committee, and union stewards, shall head the seniority lists in their respective departments during their term of office and shall be returned to their proper standing on the seniority list upon the termination of their services. This section shall not apply with respect to promotions.

Section 2. An employee shall lose his seniority for the following reasons only:

- A. If he quits.
- B. If he is discharged for just cause. Discharges are subject to review in accordance with the grievance procedure.
- C. If he fails to report for work within three days after being notified in writing to do so at his last known address by registered mail return receipt requested, or fails to present a reason satisfactory to the employment manager, or after expiration of a granted leave of absence.
- D. If by reason of lay-off he is absent from the payroll for a period of time equal to or greater than one-half of his length of service. In the event of lay-off, seniority shall be retained for a minimum of one year, regardless of length of service, and in no case shall it be retained for more than five years.

Section 3. Employees desiring leaves of absence for personal reasons shall be required to make written requests and give reasons for desiring same.

Section 4. Special leaves of absence.

- A. Duly elected Union representatives shall be granted leaves of absence for short periods to attend conventions and similar Union functions.
- B. Employees who are on leave of absence, and who have earned vacation pay, may receive vacation pay.
- C. The Company agrees to give serious consideration to applications of Union members for leaves of absence for the purpose of assuming full time duties for the local Union, the International Union and the CIO.

Section 5. The Company will advise the employee to be laid off, and the steward, not less than 72 hours in advance of the lay-off, and the Company will furnish the Union, daily, a combined list of hirings, recalls, transfers, and leaves of absences.

Section 6. Seniority shall be by departments, a list of such departments being shown in Section 11 of this Article.

The following shall be the lay-off and rehiring procedure:

- 1. In the event of a reduction in production, the probationary employees shall be first laid off.

2. Those employees remaining shall remain at work until there is insufficient work to provide them with a work-week of 32 hours. This provision shall not be effective for the duration of the war emergency.
3. Should further reduction in force become necessary, employees shall be laid off in accordance with the seniority rules.
4. When a department has been reduced to 32 hours a week, additional employees shall not be recalled or hired until the department is working 40 hours.
5. In the event of an increase in production, employees on the seniority list will be recalled in accordance with the seniority rules.

Section 7. Employees who, by reason of advanced age or physical disability, are unable to handle their regularly assigned task to advantage, shall be given preference on any available lighter work.

Section 8. Any employee being transferred to another department shall, at the end of 12 months, have his seniority transferred to the new department.

Section 9. Should a department be abandoned, the employees shall be transferred to work they are capable of doing in other departments in accordance with their seniority rights. In such cases their seniority shall immediately be transferred to their new department.

Section 10. The Company, in upgrading employees to higher-rated tasks, will offer such higher-rated jobs to employees on the basis of seniority standing, other things being equal.

Section 11. The following is a list of departments:

<u>Dept. No.</u>	<u>Dept. Name</u>
301	Maintenance
305	Engineering Assembly
307	Inspection
313	Repair Shipping
314	Domestic Shipping
315	Stores
317	Material Handling
318	Tools
326	Forge
326-A	Welding
327	Heat Treat
330	Tractor Assembly
330-B	Implement Assembly
332	Paint
335	Machine
336	Sheet Metal
352	Tractor Test
353	Gear Department
342	Moulding
343	Milling
344	Core Making

## **ARTICLE V—VACATIONS**

Section 1. All employees covered by this agreement who have had two years or more of continuous service on May 1 of each year, and who have been on the active plant payroll not less than 180 calendar days in the preceding 12-month period ending May 1 of each year, will be entitled to one week's vacation with pay during the current year.

Section 2. The vacation pay for the individual employee shall be determined by multiplying the number of hours of vacation pay to which he is entitled by his average hourly earnings, overtime excluded, for the last three employed months, and vacation pay shall be calculated on the basis of the regular 8-hour day.

Section 3. Vacation assignments shall be made by the Company in order to insure the orderly and efficient continuation of production, but the Company agrees to give, whenever possible, the desired vacation time indicated by the employee.

Section 4. An employee must actually take his vacation in order to receive his vacation pay and all vacation assignments shall be made within the period of June 1 to September 15 in any year. Vacations are noncumulative from year to year.

## **ARTICLE VI—APPRENTICESHIPS**

The management shall formulate standards of apprenticeship that will conform with the standards of the Federal Committee on Apprenticeships and the Industrial Commission of the State of Illinois and will consider such standards with the bargaining committee. All apprentices will be indentured under the State of Illinois indentureship policy.

## **ARTICLE VII—SAFETY AND SANITATION**

The Company will continue to make reasonable provision for the safety and health of the employee while on Company property. Protective devices and other equipment and personnel necessary to properly protect the employee from injury, sickness, and diseases, will be provided by the Company. No employee shall be forced to wear safety equipment unless it is properly fitted for his use. The Union agrees to cooperate with the Company in regard to safety through its Safety Committee.

## **ARTICLE VIII—GENERAL**

Section 1. The Company agrees to pay employees on Friday of each week during working hours.

Section 2. The Company will erect bulletin boards for the exclusive use of the Union. These boards shall be the same size as the board used for Company notices, and there shall be one bulletin board for each punch clock. The Union agrees that it will be limited in the use of these bulletin boards to the following union notices: recreation and social affairs, meetings, appointments, elections, results of Union elections.

Section 3. There shall be no other general distribution or posting by employees of pamphlets, advertising or political matter, notices, or any other kind of literature upon Company property, other than as herein provided.

Section 4. The Company agrees that foremen and other supervisory help will not be permitted to perform a substantial amount of production or maintenance work in the job classifications covered by this agreement.

## ARTICLE IX—MUTUAL OBLIGATIONS AND UNION RESPONSIBILITY

Section 1. The Company and the Union, in recognition of the national emergency and the possibilities of increased production through creative cooperation, mutually agree to cooperate fully for harmonious relations, efficient shop discipline, and maximum production.

Section 2. The Union agrees that neither the Union nor its members will intimidate any employee in respect to the right to work or in respect to union activity or membership, and further that there shall be no solicitation of employees for union membership or dues on company time.

## ARTICLE X—WAGES

Section 1. Rules governing wage payments.

- A. When an employee is temporarily placed on a lower-rated job, he shall receive his regular hourly rate. When an employee is placed on a higher-rated job, he is to receive the rate of that job.
- B. Wage rates for women employees shall be set in accordance with the principle of equal pay for comparable quantity and quality of work on comparable operations. The application of this provision shall be guided by the principles enunciated by the National War Labor Board concerning the effectuation of the policy of equal pay for equal work for women employees. Any disputes arising as to the question of quantity, quality or comparability of the work of women employees shall be subject to consideration under the grievance procedure prescribed in this contract.
- C. Employees who ordinarily and usually work on piece work operations shall, when employed on sample or experimental work or when detailed to serve as instructors, be paid not less than 5 cents per hour above their average hourly earnings on piece work.
- D. When a piece worker, because of his ability and experience, is taken from his regular job to try out a new machine, fixture or other equipment, or to perform some similar service, he shall be paid his average piece work earnings for the time thus employed.
- E. No employee shall be charged with scrap that is a result of anything beyond his control.

Section 2. The following is the list of the day work operations and their respective base rates:

# DAY RATES—HOURLY

<u>Class of Work</u>	<u>Grade</u>	<u>Rate</u>
Assembler (Engineering Assembly)		\$ .75
Blacksmith	A	1.00
	B	.95
	C	.90
Blacksmith Helper	A	.80
	B	.75
Brick Mason	A	.95
	B	.90
	C	.85
	Helper	.75
Carpenter	A	1.00—1.10
	B	.95
	C	.90
	D	.85
	Rough	.80
	Helper	.75
Casting Checker (Foundry)		.75
Checkers (Loading)		.75
Chipman		.70
Crane Operator	A	1.00
	B	.95
	C	.90
Crane Ground Man	A	.85
	B	.80
Cupola Tender	A	.95
	B	.90
Cupola Labor		.75
Cupola Liner		.85
Die Setter	A	.90—1.00
	B	.85
Die Sinker	A	1.10
Driver (Electric and Industrial Gas Truck)	A	.80
	B	.75
	C	.70
Licensed Driver (Truck)	A	.80
	B	.75
	C	.70
Electrician	A	1.05—1.15
	B	1.00
	C	.95
	D	.90
	Helper	.80
Elevator Operator, with Trucking		.70
Elevator Operator		.65
Experimental (Development and Design)	A	.95
	B	.90
	C	.85
Firemen		.75
Helper (Engineering Assembly)		.70
Heat Treat (Lead Man)	A	1.00

<u>Class of Work</u>	<u>Grade</u>	<u>Rate</u>	
	B	\$ .95	<i>men digger 5¢ less than shop rate</i>
	C	.90	
Heat Treat Helper	A	.85	
	B	.80	
	C	.75	
	D	.70	
Cyanide Furnace Operator		.90	
Heat Treat Continuous			
Oven—Helper		.95	
Inspector	A	1.00	
	B	.95	
	C	.90	
	D	.85	
	E	.75	
Janitor		.65	
Labor, Lumber Piling		.70	<i>4w 60¢ 30¢ 65¢ 30¢ 70¢ or rate 2¢</i>
* Labor, Salvage		.70	
Labor Outside		.70	
Labor Yard		.70	
Labor Receiving	A	.75	
	B	.70	
Labor Unloading		.70	
Labor Stockroom		.70	
Maintenance Labor	A	1.05—1.15	
	B	.85	
	C	.80	
	D	.75	
	E	.70	
Labor, All Foundry		.70	
Labor Shoveling Sand into Slinger		.75	
Labor Truckers Hand		.70	
Labor Warehouse		.70	
Labor Window Washing		.70	
Ladle Pusher		.75	
Layout and Maintenance			
(Sheet Metal)	A	.95	
	B	.90	
	C	.85	
	D	.80	
Layout (Forge Shop)	A	.85	
	B	.80	
Minor Layout Work		.80	
Machine Repair	A	1.05—1.15	
	B	1.00	
	C	.95	
	D	.90	
Machinist (Tool Room)	A	1.00	
	B	.95	
	C	.90	
	D	.85	
Mechanic	A	.95	
	B	.90	
	C	.86	

<u>Class of Work</u>	<u>Grade</u>	<u>Rate</u>
Maintenance Painter	A	\$ .90
	B	.85
	C	.80
	D	.75
	E	.70
Millwright	A	1.00—1.10
	B	.95
	C	.90
	D	.85
	E	.80
Millwright (Helper)		.75
Molding, Job		1.00
Oiler		.75
Packers		.70
Pattern Vault Tender (Foundry)		.80
Repair Department	A	.75
	B	.70
Salvage Repair		.80
Salvage on Bomb Rework		.80
Saw Filer		.80
Sawer		.80
Set-up Work (Tractor and Gear Department)		1.00
Sheet Metal Main	Helper	.70
Shipping (Local)	A	.80
	B	.75
Shipping (Export)		.75
Solderer		.80
Spot Welding (Maintenance and Experimental)		.80
Steam Fitter	A	1.00—1.10
	B	.95
	C	.90
	D	.85
	Helper	.75
Storekeeper	A	.90
	B	.85
	C	.80
	D	.75
Storekeeper-Assistant	A	.75
	B	.70
Tool Crib Attendant	A	.80
	B	.75
	C	.70
Tool and Die Maker	A	1.10
	B	1.05
	C	1.00
	D	.95
Tool Grinder	A	1.00
	B	.95
	C	.90
	D	.85
Maintenance Welders	A	1.00

<u>Class of Work</u>	<u>Grade</u>	<u>Rate</u>
Arc Welders Helpers	B	\$ .95
	C	.90
	D	.85
	A	.80
	B	.75
	C	.70

Section 3. The following is the list of piece work operations and their respective base rates:

<u>Machine No.</u>	<u>Machine</u>	<u>Piece Work Base Rate</u>
<b>Department No. 301 Wood Shop</b>		
<b>BORING MACHINE</b>		
583	Andrews 14 x 18 Multiple Spindle	\$ .77
<b>DRILL</b>		
576	Rockford 20" S. S.	.77
<b>HAND JOINTER</b>		
573	American 16"	.83
<b>LATHE</b>		
581	Wood Turning Lathe	.83
<b>SAWS</b>		
572	American Trim Saw 41 x 48	.83
574	Williamsport Cross Cut and Dado 36 x 40	.83
584	Fay Band Saw	.83
585	American Rip Saw	.83
603	Greenlee Cut Off Saw 39 x 48	.83
<b>Department No. 314 Warehouse</b>		
	Boxing for Shipment	.77
	Load Complete Goods for Shipment	.77
	Prepare Tractors for Shipment	.77
	Transfer Tractor	.77
	Trucking	.77
	Unloading	.77
	Carloading Bombs	.83
<b>Department No. 326 Forge</b>		
<b>BEAM ROLLER</b>		
231	Williams & White	.95
<b>BULLDOZERS</b>		
		Hot Cold
202	No. 4 Williams & White	.89 .83
208	No. 6 Williams & White	.95 .89
212	No. 4 Williams & White	.89 .83
214	No. 3 Williams & White	.89 .83
230	No. 6 Williams & White (Regular Work)	.95 .89
230	No. 6 Williams & White (Bend Plow Beams)	1.01 .89
234	No. 3 Williams & White	.89 .83
236	No. 2 Williams & White	.89 .83
237	No. 3 Williams & White	.89 .83

**Department No. 326 Forge (Continued)**

**DROP HAMMERS**

Machine No.	Machine	Piece Work Base Rate	
		Hot	Cold
196	Pratt & Whitney Rope Drop	\$.89	\$.83
197	Williams & White Rope Drop	.89	.83
209	Williams & White Rope Drop	.89	.83
211	Williams & White Rope Drop	.89	.83
213	Williams & White Rope Drop	.89	.83
216	Merrill (Drop Plow Beams in Conjunction with No. 230 Bulldozer)	1.01	
216	Merrill (Regular Work)	.89	.83
218	Miner & Peck Rope Drop	.89	.83
219	Williams & White Rope Drop	.89	.83
229	Williams & White Rope Drop	.89	.83
318	Williams & White Rope Drop	.89	.83
		Drop Forge Form	
206	Williams & White Board Drop	1.01	.89
207	Williams & White Board Drop	1.01	.89

**EYE BENDER**

		Hot	Cold
185	Lynch Eye Bender	.89	.83
186	White Eye Bender	.89	.83

**GRINDERS**

194	60" Two Wheel Stand Grinder	.77
445	No. 6 Double End Grinder	.77

**PUNCH PRESSES**

172	Williams & White Gang Multiple	.95
172	Williams & White Gang Single	.89
172	Williams & White Helper	.83
173	Williams & White Multiple	.95
173	Williams & White Single	.89
173	Williams & White Helper	.83
174	Williams & White Multiple	.95
174	Williams & White Single	.89
174	Williams & White Helper	.83
175	Williams & White Single Punch and Shear	.89
176	Williams & White Double Punch and Shear	.89
177	Williams & White Punch and Shear	.89
178	Williams & White Double Punch and Shear	.89
179	Williams & White Double Punch and Shear	.89
180	Williams & White Single Punch and Shear	.89
181	Long & Allslatter Single Punch and Shear	.89
182	Long & Allslatter Double Punch and Shear	.89
183	Williams & White Double Punch and Shear	.89
184	R. I. Plow Co. Double Punch and Shear	.83
198	Long & Allslatter Double Punch and Shear	.89
203	Williams & White Gang Multiple	.95
203	Williams & White Gang Single	.89
203	Williams & White Gang Helper	.83

**Department No. 326 Forge (Continued)**

**PUNCH PRESSES (Continued)**

<u>Machine No.</u>	<u>Machine</u>	<u>Piece Work Base Rate</u>
215	Williams & White Press	\$ .89
232	Williams & White Single Punch and Shear	.89
340	Rudolph & Krummel Single Punch and Shear	.83
381	R. I. Plow Co. Press	.89

**SAW**

240	Atkin Power Saw	.77
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**SPRING AND CUSHION HAMMERS**

		Hot	Cold
187	Williams & White Spring Hammer	\$ .89	
188	Williams & White Spring Hammer	.89	
233	Bradley Cushion	.89	.83
235	Bradley Cushion	.89	.83
200	Bradley Cushion	.89	.83
201	Bradley Cushion	.89	.83

**TUMBLING MILL**

205	30 x 6	.77
241	30 x 6½	.77

**UPSETTING MACHINES**

190	Ajax	.89
191	Ajax	.89
1698	Acme 1½"	1.01
1700	Acme 1½"	1.01

**HOT PRESS WORK—FORGING BOMBS**

Helpers	.98
Lead Men	1.01

**Department No. 326A Welding**

992	300 Amp. S.A.E. Lincoln Welder	1.01
993	Lincoln Welder	1.01
994	300 Amp. Lincoln Welder	1.01
995	300 P Arc Hobart Welder	1.01
1250	300 Amp. Electric Welder	1.01
1605	300 Amp. Lincoln Arc Welder	1.01
1636	16 Amp. Lincoln Arc Welder	1.01
	300 Amp. Lincoln Arc Welder	1.01
	Polish Welds—with Hand Grinder	.77
	Shot Blast Hose Opr.	.93
	Lug Testing Machine—Case Design	.89
	Pangborn Automatic Sand Blast Machine	.89
	Rough Grinding Bombs with Power Hand Grinder	.83

**Department 330 Tractor Assembly**

Major Assembly—tractors	.89
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**Department 330B Implement Assembly**

Major Assembly—Hammer Mills	.89
Bundle Assembly	.83
Eye Bender Machine	.77
Bench Work—Stamping Bofors Parts	.83
Assembly—Bofors Parts	.83

# **Department 330B Implement Assembly (Continued)**

<u>Machine No.</u>	<u>Machine</u>	<u>Piece Work Base Rate</u>
	Bench Work—Burr and Filing Bofors Gun Parts	\$ .83
393	Niagara Power Riveting Machine	.83
394	Niagara Power Riveting Machine	.83
	<b>Department 332 Paint</b>	
	Finish Spray (Tractor Booth)	1.03
	Touch up Tractors	.89
	Place Transfers on Tractors	.89
	Stripe Tractors	.89
	Mask and Clean Tractors	.89
	Steam and Clean Tractors	.89
	Dip Painting, Hand or Air (Implement)	.77
	Place Transfers on Hammer Mills	.95
	Spray Hammer Mills	.95
	Rough Spray Tractor Division	.89
	Foundry Rough Spray	.89
	Hand Dip Painting Tractor Division	.89
	<b>Department 335 Tractor Machine</b>	
	Bench Work	.83
	<b>BORING MILLS—HORIZONTAL</b>	
95	Rockford No. 2	.95
1638	Barrett	1.01
1640	Barrett	1.01
	<b>BROACHING MACHINES</b>	
44	Drill Press	.83
142	Oilgear Horizontal	.95
366	LaPointe Hydraulic	.83
124	Centering Machine (Sundstrand)	.89
	<b>DRILLS</b>	
	<b>(GANG DRILLS)</b>	
56	Henry & Wright 4 Spindle Drill High Speed	.83
59	Leland Gifford 2 Spindle Drill	.83
66	Henry & Wright 3 Spindle Drill	.83
226	Moline Hole Hog	.83
362	Henry & Wright 4 Spindle High Speed	.83
384	Moline Hole Hog	.83
402	Barnes 2 Spindle Heavy Duty	.89
1566	Barnes 4 Spindle Heavy Duty	.89
	<b>(MULTIPLE DRILLS)</b>	
106	Fox No. D-31 (For Regular Operations)	.95
106	Fox No. D-31 (For Transmission Case Line Operations Only)	1.01
1601	Gardam Mult.	.89
1621	Natco 18"	.95
1634	No. 14 Natco	.95
1635	No. 3 Baush (For Regular Operations)	.95
1637	Natco (For Regular Operations)	.95
1637	Natco (For Case Line Operations Only)	1.01
1635	No. 3 Baush (For Case Line Operations Only)	1.01

**Department 335 Tractor Machine (Continued)**

**(RADIAL DRILLS)**

<u>Machine No.</u>	<u>Machine</u>	<u>Piece Work Base Rate</u>
100	Western	\$ .95
113	Cincinnati Bickford	.95
114	Cincinnati Bickford (For Regular Operations)	.95
115	Hammond	.95
122	Hammond (with Tapping Attachment)	.95
128	Cincinnati Bickford	.95
373	Western	.95
1563	Carlton	.95
1564	Carlton	.95
114	Cincinnati Bickford (for Case Line Operations Only)	1.01

**(S. S. DRILLS)**

44	Lindgren SS 20"	.83
43	Colburn, Heavy SS 16"	.89
50	Lindgren SS 20"	.83
73	Niles SS	.89
75	Barnes SS 26"	.89

**(S. S. DRILLS)**

111	Sibley S.S. 25"	.89
132	Delta S.S. 12"	.83
193	Sibley S.S.	.83
220	Sibley S.S.	.83
221	Sibley S.S.	.83
222	Sibley S.S.	.83
324	Barnes S.S. 20"	.83
325	Barnes S.S. 20"	.83
326	Barnes S.S.	.83
327	Barnes S.S. 15"	.83
328	Barnes S.S. 15"	.83
330	Barnes S.S. 20"	.83
331	Barnes S.S. 20"	.83
332	Barnes S.S. 20"	.83
333	Barnes S.S. 20"	.83
338	New Haven S.S. 36"	.89
341	Barnes S.S. 22½"	.83
342	Barnes S.S. 22½"	.83
346	Barnes S.S. 25"	.83
347	Barnes S.S. 22½"	.83
358	Barnes S.S. 25"	.83
367	Barnes S.S. 22"	.83
368	Barnes S.S. 22"	.83
370	Barnes S.S. 22"	.83
371	Barnes S.S. 22½"	.83
389	Barnes S.S. 20"	.83
1560	Snyder S.S. 28"	.89
1561	Snyder S.S. 30"	.89
1633	Baier S.S.	.89
48	Snyder S.S. 25"	.89
49	Snyder S.S. 25"	.89
105	Snyder S.S. 25"	.89

**Department 335 Tractor Machine (Continued)**

**GRINDERS  
(PRECISION GRINDERS)**

<u>Machine No.</u>	<u>Machine</u>	<u>Piece Work Base Rate</u>
108	Norton 10 x 50	\$ 1.01
118	Norton 14 x 50	1.01
1574	Norton 10 x 36	1.01
1575	Norton 10 x 50	1.01
1580	Landis 10 x 36	1.01
18	Heald Internal	1.01

**(STAND GRINDERS)**

**(ALL SINGLE AND DOUBLE WHEEL STAND GRINDERS)**

337		.83
350		.83
369		.83
410		.83
411		.83
412		.83
413		.83
414		.83
416		.83
418		.83
419		.83
420		.83
421		.83
424		.83
426		.83
428		.83
429		.83
430		.83
526		.83
529		.83
531		.83
532		.83
721		.83
842		.83
843		.83
427		.83
409		.83

**(CRADLE GRINDER)**

417	Cradle Grinder	.89
415	Cradle Polisher	.89
1741	Blanchard Surface Grinder	.95

**(HOBBIING MACHINES)**

84	Barber Coleman Type A No. 12	.95
96	Barber Coleman No. 12	.95
98	Barber Coleman No. 12	.95
840	Barber Coleman Type A No. 12	.95

**(JOINTERS)**

422	Jointer	.83
391	No. 300 Plow Head Jointer	.83
423	No. 300 Safety Plow Jointer	.83

**(LATHES)**  
**AUTOMATIC LATHES**

<u>Machine No.</u>	<u>Machine</u>	<u>Piece Work Base Rate</u>
52	Potter and Johnson	\$ .95
606	Heald Borematic	.95
810	Fay 12"	.95
811	Fay 12"	.95
844	Monarch 14 x 30	.95
845	Monarch 14 x 30	.95
1578	Fay	.95
1579	Fay	.95
RI 102	Cleveland Automatic	.95

**ENGINE LATHES**

107	Hamilton	.95
344	LeBland 25 x 12 Heavy Duty	.95
352	Porter 15 x 6	.95
316	Horizontal Gang Drill—Special Purpose Lathe—Drill Transmission Top Cover	.89
353	Mueller 18 x 8	.95
354	Lodge & Shipley 16 x 10	.95
356	Prentice 18x8	.95
500	New Haven 24 x 20	.95
503	Putnam 40 x 12	.95

**HORIZONTAL TURRET LATHES**

41	I B Foster	.95
42	No. 5 Warner & Swasey	.95
54	2A Warner & Swasey	.95
62	3A Warner & Swasey	.95
63	1A Warner & Swasey	.95
70	Pratt & Whitney 15"	.95
72	Gisholt 12"	.95
88	3A Warner & Swasey	.95
315	Dresses (No Turret Head) Used to Cut Off Work	.89
363	2A Warner & Swasey	.95
364	2A Warner & Swasey	.95
365	2A Warner & Swasey	.95
376	No. 4 Warner & Swasey	.95
1573	Libby	.95

**VERTICAL TURRET LATHES**

143	Bullard 36"	1.01
145	Gisholt 30"	.95
308	Bullard 30"	.95
317	Colburn 30"	.95
1577	Bullard 24"	.95
1639	Gisholt 24"	.95
1625	Colburn 44"	1.01
1683	King Boring Mill 32"	.95

**MILLING MACHINES**

23	No. 2 Kent Owens Hand Mill (Heavy Duty)	.89
57	Kempsmith No. 1 Lincoln Type	.89
67	Kempsmith 33"	.89
99	Milwaukee Slab Mill 22 x 9' 6"	.95

<u>Machine No.</u>	<u>Machine</u>	<u>Piece Work Base Rate</u>
117	Kempsmith 13 x 52	\$ .89
361	Cincinnati Mill	.89
847	Simplex (Case Line)	1.01
870	Ingersoll 42 x 16 (Case Line)	1.01
1558	Sundstrand Rigid Mill	.89
1559	Sundstrand Rigid Mill	.89
1567	Cincinnati Mill	.95
1568	U. S. Handmill	.89
1733	Kearney & Trecker Knee Type No. 2K	.89
1734	Kearney & Trecker Knee Type No. 2K	.89
1735	Kearney & Trecker Knee Type No. 2K Vertical Mill	.89 .89
(RIVETING MACHINES)		
292	Williams & White Riveting Machine	.83
392	No. 3 Niagara Power Riveting Hammer	.83
395	No. 4 Williams & White Riveting Hammer	.83
396	No. 3 Power Riveting Hammer	.83
(SAWS)		
125	Armstrong-Blum	.89
1586	Armstrong-Blum	.89
(TAPPING MACHINES)		
76	Garwin Automatic Tapper	.83
319	Tapping Machine	.83
329	Tapping Machine	.83
(THREADING MACHINES)		
224	Acme	.83
320	Acme	.83
321	Landis	.83
(MISCELLANEOUS EQUIPMENT)		
	Bending Machine (Held in vise)	.83
129	General Press (Straightening)	.95
800	Laurie Hydraulic Press	.89
225	Pointing Machine	.83
831	Pulley Balancer	.89
Department 336 Sheet Metal BEADING MACHINES		
541	Wire Machine	.83
590	No. 0 Beading Machine	.83
1565	Niagara Electric Combination Wiring Machine	.83
1582	Pexto Double Seamer	.83
1656	Magee Wiring Machine—Type 10	.89
	Pexto Hand Operated Seamer	.83
BRAKES		
564	Dreis & Krump—8 ft. Power Brake	.83
559	O. H. L. Press Brake—10 ft.	.83
599	Keene Hand Brake—4 ft.	.83
DRILL PRESS		
592	Floor Drill	.77

**Department 336 Sheet Metal (Continued)**

**GRINDERS**

<u>Machine No.</u>	<u>Machine</u>	<u>Piece Work Base Rate</u>
335	Bench Type Double End Grinder	\$ .77
556	Double End Emery Grinder	.77

**HAND AND POWER ROLLING MACHINES**

542	Pyramid Power Roller—54"	.83
589	Power Roller—30"	.83
595	Carnegie Seam Roller	.83
598	Power Roller—36"	.83
1595	Open End Hand Roll—3 ft.	.83

**NIBBELING MACHINE**

588	Campbell Nibbeling Machine	.89
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**PUNCH PRESSES**

141	No. 4 Bliss Consolidated Press	.83
382	R. I. P. Press	.83
561	No. 14 Williams & White Press	.83
563	No. 7 Niagara Press	.83
565	R. I. P. Press	.83
868	No. 7 Bliss Punch Press	.83

**SHEARING MACHINES**

540	Toledo No. 381—Hand Operated	.83
567	Pexto Shear—6"	.89
	Pexto Shear—6" Helper	.77
566	Quick Work Rotary Shear—No. 1	.89
593	Ryerson Shear	.83
597	Lenox Rotary Shear—Throatless	.83
604	Niagara Square Shear 10"	.89
	Niagara Square Shear 10"—Helper	.77

**SPOT WELDERS**

569	American Spot Welder	.89
570	American Spot Welder	.89
1654	American Spot Welder	.89

**MISCELLANEOUS**

	Bench Work—Hand Forming, etc.	.77
	Small Pneumatic Tools—Riveting, Chipping	.83

**FOUNDRY DIVISION  
OPERATION OR MACHINE  
Department 342 Molding**

<b>Slinger Group</b>	
Slinger Operator	1.12
Core Setter	1.03
<b>Pourers</b>	
One Man	.98
Two Men	.94
Clampers	.90
Runner Box	.90
Table Men	.90
Sand Tenders	.90
Core Knock Out	.90

Department 342 Molding (Continued)			
Machine No.	Machine	Piece Work Base Rate	
Shakeout			1.90
Laborers			.90
General Molding			
Bench Molding			1.07
Floor Molding			1.07
Squeezer Molding			1.07
Machine Molding (Roll Over)			1.07
Pouring (Operation performed in conjunction with molding)			1.07
Hand Ladle Pouring (Operation performed by Laborer)			.90
Molding Experience Not Required			.88
Mix Facing			.88
Sand Cutters (Machine or Hand)			.88
Cupola Charging			.88
Department 343 Mill Room			
Shake Out and Load Castings			.88
Mill Tenders			.88
Chippers			.88
Rough Grinding (Includes All Classes of Grinding)			.88
Water Test			.85
Department 344 Core Room			
Sand Mixers			.88
Core Making (Bench and Machine)			.88
Core Fitters			.88
Core Blackwashers			.88
Oven Loaders			.88
Core Handling (Large)			.88
Core Handling (Small)			.88
Core Assembler			.88
Department No. 352 Tractor Test			
Hang and Prepare Tractors for Painting			.89
Finish Tractors			.89
Testing (Dynamometer)			.89
Department No. 353 Gear Department			
1671 LeBlond Automatic No. 12			.95
1693 Sundstrand Stub Automatic			.95
1694 Sundstrand Stub Automatic			.95
1704 Colburn Two Spindle Drill 20" Swing			.89
Colburn Single Spindle Drill No. 2 (20" Swing)			.83
1703 Foote Burt & Co., Four Spindle Drill			.89
1708 Red Ring Gear Finisher GCC			.95
1674 Red Ring Gear Finisher GCC			.95
1692 Gould & Eberhardt Gasher			.95
1690 Gleason Bevel Gear Generator 8"			.95
1691 Gleason Bevel Gear Generator 8"			.95
18 Herald Internal Grinder No. 70A			1.01
109 Norton Grinder			1.01
369 Two Wheel Strand Grinder			.83
1680 Barber Colman Hob No. 12			.95
Barber Colman Hob No. 12			.95

# Department No. 353 Gear Department (Continued)

Machine No.	Machine	Piece Work Base Rate
1672	Case Hob	\$ .95
1689	Bradford Lathe	.95
	Cleveland Automatic Lathe	.95
	Gredley Automatic Lathe	.95
88	Warner & Swasey Lathe No. 32 M550	.95
365	Warner & Swasey No. 2A	.95
1707	Cemsteol Tooth Rounder No. 3	.89
1676	Fellow High Speed Gear Shaper "7"	.95
1677	Fellow High Speed Gear Shaper "7"	.95
1679	Fellows Gear Shaper "6"	.95
1682	Fellows Gear Shaper "6"	.95
1678	Fellows Gear Shaper "6A"	.95
1678	Fellows Gear Shaper "6A"	.95
321	Landis Threading Machine 1 1/2"	.83
320	Landis Threading Machine 1"	.83

## BOMB LATHES

1862	Advance Machine	.95
1850	Lodge & Shipley	.95
1864	Lodge & Shipley	.95
1882	Schumacher & Boye	.95
1865	Schumacher & Boye	.95
1849	R. K. LaBlond	.95
1967	Schumacher & Boye	.95
1966	Schumacher & Boye	.95
1848	American Tool Works	.95
1876	American Tool Works	.95
1854	American Tool Works	.95
503	Putnam Machine	.95
500	New Haven Manufacturing	.95
1847	Lodge & Shipley	.95

## ARTICLE XI—WAGE ADJUSTMENTS

Pursuant to Directive Order of the National War Labor Board, the wage adjustments and payments hereunder shall be as follows:

Section 1. Beginning with the payroll period in which the Directive Order was issued (April 4, 1943), the cost of living bonus shall be abolished as such, and in lieu thereof wage rates shall be increased as follows:

- A. The prior 10 cents per hour cost of living bonus shall be added to the present hourly rates of all day workers. In addition, the hourly rates in all classifications of day workers which have not been increased at least 5 cents per hour since January 1, 1941 (in addition to the cost of living bonus) shall be increased 5 cents per hour.
- B. All base rates for piece workers shall be increased 13 cents per hour and all piece rates shall be increased proportionately.
- C. All hourly rates paid piece workers when not employed at piece rates shall be increased 15 cents per hour.

Section 2. For the period between April 28, 1942 and the taking effect of the wage increases here recommended, all workers shall be paid an additional 5 cents per hour for all time worked, except day workers in classifications in which the wage rates have been increased by at least 5 cents per hour since January 1, 1941 exclusive of the cost of living bonuses.

Section 3. The Directive Order of the National Labor Board dated April 4, 1943, provided that employees who had either quit or been discharged were entitled to receive back pay for the time worked provided such employees made application for retroactive pay within the time limited in the Directive Order. This limitation did not apply to men in the armed forces. The Directive Order authorized the Company to make such payments without any limitation, and the Company agrees to make payment of the back pay awards without requiring any application as provided in the Directive Order.

## ARTICLE XII—TERMINATION

This agreement may be changed, modified or amended by mutual agreement between the Company and the Union at any time. Notice of desire to negotiate for such changes shall be given to the other party 30 days prior to the opening of negotiations, and shall state the extent of the changes desired.

The agreement shall become effective upon signing and continue in effect until April 28, 1944 unless continued by mutual agreement provided, however, that pursuant to Directive Order of War Labor Board the provisions of Article I, Section 2 shall be retroactive to July 22, 1942 and the provisions relating to wage adjustments and retroactive wage payments shall be effective as provided in Article X. )

### FOR THE COMPANY:

**T. E. STAHL**  
Works Manager

### FOR THE UNION:

**ALLEN LINDSAY**  
**WALTER WATERS**  
**BERT G. OSTLING**  
**ROBERT DAYTON**  
**THOMAS WELCH**  
**DANIEL O. TIPTON**  
**WILLIE L. OLSON**  
**CLARENCE HUMPHREY**

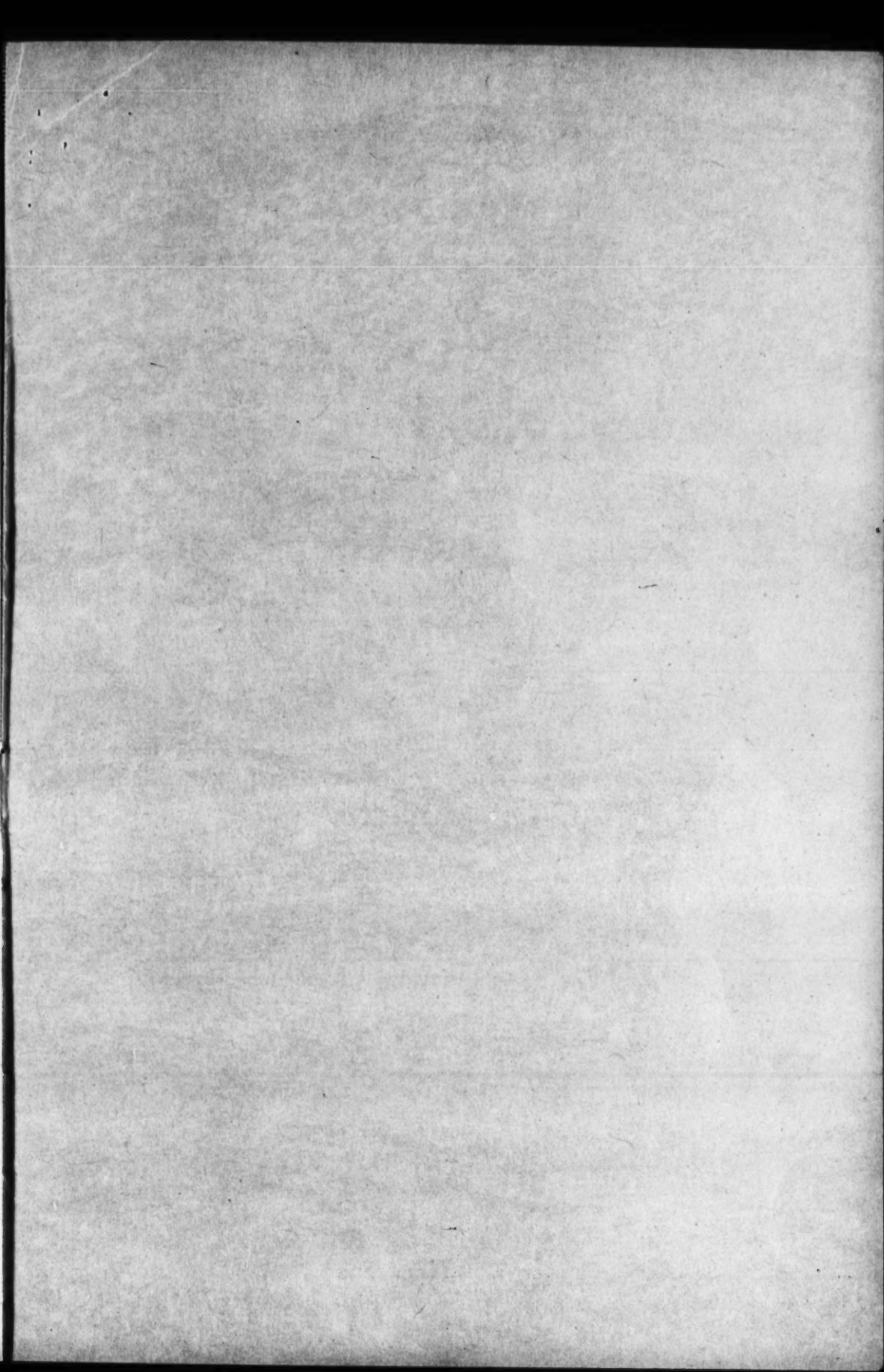
FOR THE  
INTERNATIONAL UNION:  
**HARLAND D. BURCHAM**  
International Representative

## — INTERPRETATIONS —

At the War Labor Board panel hearing in Washington attended by both Case Company and Union Representatives held June first to June sixth inclusive, 1942, certain practices were agreed upon and interpretations placed on the agreement. These are as follows:

### SENIORITY

1. Article 4, Section 1(b) defines Seniority. This is interpreted to mean that in the event all factors involved are equal, length of service will control. (Washington Record, page 301).
2. Alleged departures from the seniority rules are matters for the grievance procedure, and in the event it is determined through the grievance machinery that the Company has improperly applied the rule, the Company will make appropriate adjustment to the aggrieved employee as the circumstances in the particular case indicate.
3. The Company will continue its policy of giving preferential consideration to old Case employees who have been laid off, before taking on new men. (Washington Record, 386, 337).



AGREEMENT

Case 4342  
Certified Oct 9, '43  
5

ARTICLE I

This agreement made this 17th day of November, 1943, by and between the East Moline Works of the International Harvester Company (hereinafter referred to as the "Company") and the United Farm Equipment and Metal Workers of America, affiliated with the Congress of Industrial Organizations, through its agent, Local Union #156, (hereinafter referred to as the "Union").

W I T N E S S E T H :

That for the purpose of facilitating the peaceful adjustment of grievances, complaints, or disputes which may arise from time to time between the Company and its employees, the parties hereto agree with each other, as follows:

ARTICLE II

SCOPE OF AGREEMENT

Section 1. It is agreed and understood between the Company and the Union that this agreement is limited to and embraces only such matters as are specifically set forth in the agreement, and that all other matters shall be subject to further negotiations.

ARTICLE III

UNION-MANAGEMENT RELATIONSHIP

Section 1. Mutual pledge of Union-Company cooperation for maximum production to win the war.

The International Harvester Company and the Union in recognition of the need and possibilities of increased production through creative cooperation mutually agree to cooperate fully for harmonious relations, efficient shop discipline, and maximum production.

The Union recognizes the established rights, responsibilities, and values of Management, and the specific rights of Management to hire and discharge its employees and to direct the working force subject to the grievance procedure as provided in this agreement.

The Union agrees not to coerce or intimidate any employee into joining the Union, and will discipline any member who is guilty of such coercion or intimidation.

The Union agrees further that it will not solicit union members or carry on other union activities in the plant on Company time or in such manner as to interfere with the efficient operations of the plant.

The Company recognizes the established rights, responsibilities, and values of the Union and has no objection to its employees becoming members of the certified union, responsible in conjunction with the Company for making and keeping this agreement. The Company specifically will not tolerate, on the part of its representatives, any discrimination or activity whatever against the Union, and will discipline any employee, who on Company time, carries on anti-union activity or who seeks, directly or indirectly, to interfere with the status, membership, or responsibilities of the certified union.

In recognition of the National agreement between Management and Labor for the peaceful settlement of all disputes, and of the reciprocal guarantees of no lockouts, strikes, or slowdowns, and in order to promote maximum production for total war, these union-management relations shall continue for the life of this agreement.

#### UNION RECOGNITION

Section 2. The International Harvester Company recognizes and will deal with the Union as the sole and exclusive collective bargaining agency for the employees of the bargaining unit during the life of this agreement for the purpose of collective bargaining in respect to wages, rates of pay, hours of employment, and all other conditions of employment.

#### MEMBERSHIP IN THE UNION

Section 3. The parties hereto, having in mind the established practices of the National War Labor Board with regard to the inclusion of union security provisions in labor contracts and believing that a stable and responsible union is necessary in order to secure the increased production which will result from greater harmony between workers and employers, do now agree as follows:

1. All employees who, fifteen (15) days after the posting of the notices hereinafter referred to, are members of the Union in good standing in accordance with the constitution and by-laws of the Union, and all employees who thereafter become members, shall, as a condition of employment, remain members of the Union in good standing for the duration of the existing contract.
2. As soon as practicable after the date hereof the Union and the Company will jointly post notices in the form hereto attached and marked Exhibit A. Such notices shall be posted at not less than 15 of the most public places in and about the East Moline Works.

3. Should any employee assert that he was never a member, or that he had withdrawn from membership prior to said fifteenth (15th) day, and should a dispute arise therefrom, or should a dispute arise as to whether an employee is, or is not, a member of the Union in good standing, such disputes shall be settled by the procedures set up in Article VI of the existing contract, entitled "Grievance Procedure", commencing with step "2" and continuing, if necessary, through steps "3" and "4" and Section 4 of Article III.
4. The following shall be the procedure in cases where the Union desires the Company to enforce the provisions of the paragraph numbered 1 above:
  - A. The Union will submit in writing to the Company cases of employees subject to termination of employment for failure to maintain membership.
  - B. The Company will immediately investigate such cases and when it has done so and found that the employees concerned will be subject to dismissal for the reason stated, it will inform the employee at once, by written notice substantially like Exhibit B hereto attached -
    - (a) That he is suspended for the period of two (2) weeks beginning with the date of such notice.
    - (b) That during the two (2) week period such suspension may be removed by appropriate action on his part and/or on the part of the Union.
    - (c) That if no such action is taken within the two (2) week period of suspension, his employee status will terminate at the end of such period and his dismissal at the request of the Union will become final and have the same effect as discharge.
    - (d) That such dismissal will affect his rights under the Vacation Plan, Pension Plan, Savings and Extra Compensation Plan, Group Life Insurance Plan, Employees' Benefit Association and Hospitalization Plan, as provided in such plans.

- C. In all cases the Union will be given copies of the written notices referred to in the preceding paragraph.

#### DISPUTES

Section 4. If any dispute arises under this article, it shall be settled in accordance with the provisions of the grievance machinery article of this contract, or if not so settled it shall be finally determined by an arbitrator approved by the parties or designated by the National War Labor Board.

#### ARTICLE IV

##### BARGAINING UNIT

Section 1. The bargaining unit recognized for the purpose of collective bargaining and represented by the Union is as follows:

All office and clerical employees at the East Moline Works of the International Harvester Company, excluding:

1. Supervisors and assistant supervisors.
2. All employees of the Industrial Relations Department.
3. All employees of the Methods and Rates Department except typists.
4. All employees of the Works Engineering Department except typists and clerks.
5. All employees of Engineering Department (Experimental and Product Design) except typists and blueprint machine operators.
6. Full time telephone and teletype operators.
7. The secretaries of the Works Superintendent, Auditor, Works Engineer, Production Manager, Storekeeper and Head of Methods and Rates Department.
8. Credit Union employees.
9. Employees in the Plant Protection Department (formerly known as the Fire and Watch Department).

#### ARTICLE V

##### NO DISCRIMINATION

Section 1. The Company shall not discriminate against any person because of race, sex, political or religious affiliation or nationality except as directed by the Government during war emergency. ✓

#### ARTICLE VI

##### GRIEVANCE PROCEDURE

Section 1. Should grievances arise between the Company

and the Union or employees as to the meaning and application of the provisions of this agreement, or as to the compliance of either party with any of its obligations under this agreement, or should there be any complaint or grievance by an employee or the Union or the Company, there shall be no suspension or interruption of work on account of such grievances, but an earnest effort shall be made to settle such grievances immediately under the following procedure:

1. Between the employee concerned, or the Union Steward and the Department Head.
2. Between a grievance committee of not less than three or more than five employees of the Unit designated by the Union and a committee consisting of the Industrial Relations Manager, Works Auditor and Chief Engineer.
3. Between a grievance committee of not less than three or more than five employees of the unit designated by the Union and the Superintendent of the Works. When a grievance reaches this stage of the procedure, either party will be privileged to call in International Union representatives.
4. Between representatives designated by the Union and representatives designated by Executives of the Company.

Section 2. The Union's grievance committee shall meet weekly with the management committee designated by the Company. It shall also meet when necessary with the Superintendent of the Works to resolve grievances that are appealed to that step of the grievance procedure. Whenever either party is unable to meet at the time regularly scheduled, the meeting may be advanced or postponed according to mutual agreement. Diligent efforts shall be made to settle all grievances within fifteen (15) days after presentation to the management.

Section 3. Union representatives (meaning not more than twelve (12) stewards nor more than five members of the Grievance Committee) shall be afforded such time off without loss of pay as may be required for the performance of their duties as such representatives, namely:

- (a) To attend regularly scheduled meetings with the management and to attend meetings with the management pertaining to discharges and other matters which cannot reasonably be delayed until the time of the next regular meeting. Before leaving his or her place of employment, each representative shall give notice to his or her foreman or other person designated for that purpose by the superintendent.

- (b) To make necessary legitimate investigations of employee grievances provided the Union representative gives advance notice to his or her foreman of the approximate amount of time to be spent, and provided the employee's absence will not seriously interfere with the normal operation of the department. The Company will not be required to pay Union representatives for time allegedly spent in investigating employee grievances in any case in which the privilege is abused by a Union representative who spends excessive amount of time or who uses the time permitted for any reason other than making necessary legitimate investigations of employee grievances.

Section 4. Grievance committee members shall be paid for time spent outside of their regular working hours in meetings with the management. Stewards shall be paid for time outside of their regular working hours only when called in by mutual agreement of the grievance committee and the management.

Section 5. Whenever the management requests a Union representative to leave his job and confer upon Union matters, such representatives shall not lose pay for the time so spent. In case such representative works on the second or third shift and the management requests him to confer at an hour which requires him to make a special trip to the Plant, he shall be compensated at his or her usual rate for the time so spent.

Section 6. The Union agrees that any grievance, complaint or dispute referred to the Plant Grievance Committee will be presented to the Company in writing and the Company agrees that its decision on any such grievances, complaints or disputes will be presented to the Plant Grievance Committee in writing in accordance with the terms of this agreement.

#### ARTICLE VII

##### SUSPENSION AND DISCHARGE CASES

Section 1. In the event an employee shall be suspended or discharged from employment and believes he or she has been unjustly dealt with, such suspension or discharge shall constitute a case to be handled in accordance with the method of adjustment of grievances herein provided. Should it be decided under the rules of this agreement that an injustice has been done with regard to the employee's suspension or discharge, the Company agrees to reinstate him or her and pay full compensation at his or her prevailing rate for the time lost. The Company must be notified of a claim of wrongful suspension or discharge within three (3) working days after same occurs and the case shall be taken up promptly and diligent efforts made to dispose of it within five (5) working days. Upon being notified of his or her suspension or discharge it shall be the duty of the employee to leave his or her department and go to the plant employment office. The departmental

steward affected and the Chairman of the Grievance Committee shall be notified immediately and given the opportunity to review such case with the employee and others before the records in the employment department are closed. The wages of the employee shall cease at the time of his or her suspension or discharge excepting in case where it is determined later that the Company's action was not warranted.

#### ARTICLE VIII

##### FUNCTIONS OF MANAGEMENT

Section 1. It is agreed that the Company has the right to direct generally the work of the employees, to hire, discharge or suspend employees for good cause and also to promote employees, demote them, or transfer them for proper cause, to assign them to shifts with due regard to seniority, determine the amount of work needed, and to lay them off because of lack of work, in accordance with the provisions herein. However, no employee shall be discharged by the Company except for cause and none of the foregoing shall be used for the purpose of discrimination.

To enable the Company to keep its product abreast of scientific and technical advances, it is agreed that the Company may from time to time, and without reference to the rules of seniority set out in this agreement, hire, transfer teach and assign duties to a small number, such number to be mutually agreed upon between the Company and the Union of technical men or others who, in the opinion of the Company, may be qualified to accomplish that purpose. It is understood that employees hired or designated to carry out this purpose shall not displace any employee of longer service on the seniority list.

#### ARTICLE IX

##### WAGES

Section 1. The Company agrees to make available to the grievance committee of the Union a list of the job classifications and rates of pay applying thereto of the occupations covered by this contract.

Section 2. All hourly-paid and salaried employees operating on the second and third shifts shall receive ten (10) per cent per hour over and above their hourly rates or salaried earnings in their respective classifications.

Section 3. In the event any employee is assigned temporarily to a different classification such employee shall receive his or her regular rate for such classification if it is the higher rate. If the employee is definitely transferred to a lower rated classification, such employee shall be rated within the rate range established for such classification on a merit rating basis. If the employee is definitely transferred to a

higher rated classification, he shall be rated within the rate range established for such classification on a merit rating basis but not less than his already established rate.

Section 4. Where inequalities are alleged to prevail in individual or group wage rates within the occupations covered hereby, the matter may be taken up through the Union representatives for adjustment and settlement under the procedure herein provided.

Section 5. When an employee is assigned to a new or different job he or she will be informed in advance of the rate of pay to be paid for such job.

Section 6. Should either party in the future propose to again review the general wage rates covered by this agreement, a sincere effort will be made through collective bargaining to arrive at a satisfactory conclusion.

Section 7. The Company recognizes that there may be cases of legitimate illness and injuries which will necessitate the absence from work of employees covered by this agreement. The Company will pay salaried employees covered by this agreement for necessary absences from work due to such causes in cases in which such consideration is warranted based on the employee's length of employment service, previous employment attendance records, the individual's application to the job and in accordance with the general practice established heretofore.

Salary rated employees covered by this agreement will be permitted time off without loss of pay for compelling and necessary personal reasons in cases in which permission to be absent without loss of pay has been granted by the management prior to such absence, in accordance with the general practice established heretofore.

The provisions of this section will be applied without discrimination against any employee.

#### ARTICLE X

##### RULES, REGULATIONS AND INSTRUCTIONS

Section 1. The Company agrees that in the event it is necessary to work overtime on any job, such overtime shall be allocated as evenly as possible among the employees who perform such work. It is mutually agreed, however, that in each instance the employee or employees must be qualified to do the job required by the Company.

Section 2. For the sole use of the Union, the Company will erect and maintain a suitable number of bulletin boards throughout the Plant. The location of the same, as well as their number

and size, shall be mutually determined. Such boards may be used for the purpose of disseminating information concerning meetings, elections, social events, and other affairs of general interest. Under no circumstances may they be used for advertising, for political matter, for distributing pamphlets or circulars or for propaganda of any sort. No matter shall be posted until it has been submitted and approved by the superintendent or some person designated by him for that purpose.

Section 3. All female employees covered by this agreement shall be given a fifteen (15) minute rest period in the morning and a fifteen (15) minute rest period in the afternoon on each shift without loss of pay.

Section 4. Any female employee who becomes pregnant shall be allowed a leave of absence not to exceed a period of twelve (12) months without loss of seniority.

Section 5. When a job or operation is moved from one department to another within the plant, and is not otherwise altered, the employee holding such job shall have the privilege of transferring with the job subject to the seniority provisions set forth in Article XII of this agreement.

Section 6. Managerial employees shall not, so long as they continue to have such status, perform the work of employees covered by this contract if by so doing an employee of the appropriate unit would suffer loss of any working time. However, managerial employees may in cases of emergency temporarily perform the work of an employee of the appropriate unit.

Section 7. Whenever a physical examination or laboratory test has been made by physicians acting for the Company, a report thereof will be given the personal physician of the employee involved upon the written request of such employee and his personal physician.

Section 8. In the event that any employee who has been or may be promoted to positions not covered by this agreement is demoted, such employee shall lose no seniority rights.

Section 9. The Company will allow a fifteen (15) minute lunch period without loss of pay for an employee engaged in one of the three shifts of a twenty-four hour schedule.

#### ARTICLE XI

##### HOURS OF WORK, OVERTIME AND HOLIDAYS

Section 1. It is agreed and understood that under normal conditions regular operations shall be confined to five (5) consecutive eight (8) hour days, Monday to Friday, inclusive but it is further agreed that by reason of the fact that the United States is now engaged in war it is impossible due to the demands

for production to limit operations in that manner and therefore, so long as a state of war exists in this country regular operations may be performed from Monday to Saturday inclusive.

Section 2. The regular daily starting and quitting times of employees covered by this contract shall continue in effect except as may be required because of emergency conditions. Any contemplated change in the starting or quitting times of employees covered by this contract will be discussed with the Union before being made effective.

Section 3. Time and one-half shall be paid employees for all time worked in excess of eight (8) hours in any one day. No employee shall be required to take off for overtime worked or to be worked except as may be required by applicable legislation.

Section 4. A day shall consist of twenty-four (24) consecutive hours from the time an employee begins the shift in which the work is performed. No employee will be paid overtime twice for the same hours and no day-shift employee shall be paid overtime and night premium for the same hours.

Section 5. Employees covered by this contract shall be paid salary compensation at one and one-half times the regular salary rate for work performed when:

1. On any of the following legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. A legal holiday shall consist of twenty-four consecutive hours commencing with 12:01 a.m. of such holiday.

2. On the sixth day worked within the regularly scheduled work week. For the purpose of determining the sixth day of work within the regularly scheduled work week, absences for the following reasons shall be considered as hours worked.

- (a) The holidays designated in #1 above.
- (b) Absence due to an accident arising out of or in the course of employment.
- (c) Absences due to jury duty or witness in court.
- (d) Vacation days.
- (e) Justifiable absences on regular working days other than those set forth in a, b, c, and d, above, for which no compensation is paid by the Company.

Employees covered by this contract shall be paid salary compensation at twice the regular rate for work performed on the seventh consecutive day worked in the employee's regularly scheduled work week; however, if an employee is absent all of one or more days, such days will not be included in computing the seventh day, except:

1. If absence is due to a designated holiday designated in this section or
2. If the employee reports for work with the reasonable expectation of working and is sent home because of lack of work or other reason beyond his control.

If an employee works a portion of a day and is absent for the remainder of the day for justifiable reasons, such days shall be counted as full days worked for the purpose of computing the seventh consecutive day worked in the work week.

Section 6. An employee called in to perform emergency work after his regularly scheduled hours of work have been completed will be guaranteed a minimum of four (4) hours' work. If the emergency work does not require the full four (4) hours it shall be the employee's prerogative to go home and be paid for four hours.

An employee called in to do emergency work on one of the holidays designated herein will be guaranteed four (4) hours' pay in addition to his regular salary for that day. If the emergency work does not require the full eight (8) hours, it shall be the employee's prerogative to go home after the emergency work is completed.

Section 7. Scheduling of employees for Sunday work shall be confined to necessary work.

## ARTICLE XII

### SENIORITY

Section 1. In cases of increase or decrease of forces, where an employee is capable of doing the job, length of continuous service shall govern.

Section 2. In determining an employee's length of service for seniority purposes, computation will begin on the date the employee began work for the Company, and no deduction will be made for lost time due to any reason. However,

Continuity of service shall be broken when:

- (a) An employee voluntarily leaves the Company's employ.
- (b) An employee is discharged for cause and the decision is not reversed under provisions of Article VII herein.
- (c) An employee fails to maintain membership in good standing with the Union and is discharged in accordance with Article III, Section 3, herein provided.
- (d) Due to lay-off of an employee on the probationary list, a period of more than twelve (12) months

has elapsed since the employee last worked for the Company.

- (e) Due to lay-off because of no work of any employee on the seniority list, a period of more than three (3) years has elapsed since the employee last worked for the Company.
- (f) An employee who has been laid off because of no work fails to report when properly recalled within a period of five (5) working days. This five (5) day period may be extended providing a reasonable and satisfactory explanation is given for not reporting, but in every case the employee must report within fifteen (15) working days.
- (g) An employee fails to report for work at termination of a leave of absence or furlough.
- (h) Before new employees are hired, the management will give consideration to recalling longer service employees whose service is broken during the life of this agreement under the operation of (e) above.

Section 3. The method set forth in this article for determining length of service for seniority purposes shall be applied retroactively. However, employees transferred to the bargaining unit defined herein after the effective date of this contract will not receive credit for seniority purposes for any employment service accrued elsewhere with the Company.

Section 4. Employees having less than three (3) months of service shall be considered probationary employees and will have no seniority rights, but when such rights are acquired, service shall date from the date the employee began work subject to provisions determining length of service as defined herein.

Section 5. Employees having three (3) months of service and less than one (1) year of service shall be placed on their departmental seniority list.

Section 6. Employees having one (1) year or more of service shall be placed on the office wide seniority list.

Section 7. When it becomes necessary to decrease the force in any department, all probationary employees shall be the first to be laid off. Should further reduction in force be necessary employees having three (3) months or more, but less than one (1) year of service, shall be laid off on a departmental basis. A longer service employee may replace a shorter service employee if he or she is capable of performing the work of the shorter service employee.

If lay-offs are still necessary, the same shall be applied in the following manner:

(a) An employee on the office-wide seniority list will be transferred to replace a shorter service employee, provided such employee is capable of doing the work of the shorter service employee. For this purpose the longer service employee will be deemed capable of performing the work of the shorter service employee if the longer service employee does not require more than a twenty-four hour break-in period.

Section 8. Employees whose services are to be terminated because of reduced manufacturing schedules will be given as much advance notice as possible, such notice to be not less than two (2) weeks, excepting in cases where the government orders operations reduced or discontinued on less than two weeks' notice.

Union representatives shall be given the opportunity to review all cases of lay-offs before such lay-offs are made effective.

Section 9. It is agreed that a number not to exceed 17 of the local officers, plant grievance committee men and stewards of the Union shall be accorded a preferred seniority status subject to provisions hereinafter stated. In the event the working force increases or decreases substantially from its present number, the number of officers, committeemen and representatives of the Union who shall have such preferred seniority status may be increased or decreased by mutual consent of the parties.

The right to designate the persons who shall have such preferred seniority status shall be vested in the Union, provided that the list at all times shall include on it employees in office and whose services are reasonably necessary for the conduct of the Union's business. Whenever the Union desires to substitute another person for one then having preferred seniority, it shall notify the Company in writing and thereafter the person whose preferred seniority has ceased shall resume his regular seniority. Preferred seniority status for those other than Union officers and Plant Grievance Committee members, shall be restricted to the department wherein the designated employee is regularly employed. In no case shall the Company be under obligation to assign work because of preferred seniority status, to a person who is not capable of doing the work available.

Section 10. At each lay-off, or recall following lay-off, the Company may designate certain individual employees whose services are required under the special circumstances then existing, such employees may be retained in, or recalled to service, regardless of their seniority. No such designation shall become effective until approved by the superintendent upon agreement with the Union. The fact that an employee has been so designated shall not affect his regular seniority standing and he shall resume the same as soon as the special reasons in his case cease to exist.

Section 11. The Company will furnish to the Union an up-to-date office-wide seniority and departmental seniority list every six (6) months and from time to time will notify the Union of changes in these lists in order to keep them up to date.

Section 12. Seniority and qualifications shall rule in making promotions within the appropriate bargaining unit covered herein.

Section 13. Employees transferred on account of lay-offs, to other departments from which they were regularly employed, will, upon request, be re-transferred to their original job and department when conditions warrant.

Section 14. When there is an increase of force, employees on the seniority list, shall be returned to work in reverse of the order of lay-off.

Section 15. Employees' rank on the seniority list shall be based upon the month, day, date and year of the original hiring date, such rank shall not be affected because of marital status, or dependants of employees.

#### ARTICLE XIII

##### VACATIONS

Section 1. All salaried employees covered by this contract shall be afforded vacations in accordance with the Harvester Vacation Plan for salaried employees. Such plan provides as follows:

- a. When an employee has established a service record of six (6) months of employment and less than twelve (12) months of employment, he will be entitled to one (1) week's vacation, however, when he has established a service record of twelve (12) months or more of employment, he will be entitled to one more week or a total of two (2) weeks' vacation annually.
- b. Vacation pay will be based on the salary in effect on date immediately prior to employee leaving on vacation.
- c. Vacations may be taken at any time during the year, however, vacation schedules will necessarily conform to the requirement of the business. No vacations shall be taken for less than one week at a time, nor is it permissible to postpone a vacation from one year to another or to waive vacation and draw double pay.
- d. Employees entitled to vacation, whose services are terminated because of resignation, layoff, physical

disability, discharge, or death prior to taking their vacations, will be paid vacation money for the vacation periods for which they are entitled, however, no such employee during any calendar year will be entitled to a vacation or vacation pay exceeding one week or two weeks depending upon his length of service. In case of death, the vacation money will be paid to the wife or family of the deceased employee.

- e. Vacation pay will be determined on the normal five day week. If employees are scheduled to work on the sixth day of their vacation period, they shall receive time and one-half pay for work performed on that day.
- f. Vacation pay may be drawn in advance on the day preceding the employee's vacation. Wages earned during the last week worked will be paid on the first regular pay day.

Section 2. Employees covered by this contract who enter military service under the Selective Service Act, Public Resolution No. 96, or who enlist in the regular armed forces of the United States Army, Navy, Marine Corps, Coast Guard, etc., shall be afforded vacation rights as follows:

- 1. At the time an employee is inducted into military service he shall be paid vacation salary for any vacation he is entitled to receive during the 1943 vacation season.
- 2. In addition, if he has worked during six months of the current calendar year before induction into military service, he will be paid an additional week's vacation salary. Also, an additional day's vacation salary will be paid for each subsequent month during the year the employee works. (The maximum additional vacation salary not to exceed two (2) weeks.)

#### ARTICLE XIV

##### JURY SERVICE

Present practice with respect to pay for employees on jury service shall be continued in full force and effect during the life of this agreement.

#### ARTICLE XV

##### MILITARY SERVICE

The Company agrees that employees who, subsequent to May 1, 1940, and prior to January 1, 1943, enter upon active service in the land or naval forces of the United States (whether through the Selective Training and Service Act, Public Resolution No. 96,

regular enlistment, volunteering, or other means) will be reimbursed for not less than one (1) year's premium on \$2,000 of National Service Life Insurance. If any such employees have served in the military or naval forces for a period of more than one (1) year, prior to January 1, 1943, they will also be reimbursed for the premium on such \$2,000 of National Service Life Insurance for such additional period.

The Company agrees to reimburse all employees in active military service of the United States for premiums paid by them for \$2,000 of life insurance coverage during the calendar year 1943 under the Government's National Service Life Insurance Plan.

Proof of the payment of premiums by the employee will be required and it is expected that application for reimbursement will be made within sixty (60) days after discharge from the military or naval service.

The Company further agrees that each employee above referred to (other than one who held a temporary position at the time of leaving) shall be restored to his former position, or one of like seniority, status and pay, insofar as possible to do so provided such employee,

1. Has received an honorable discharge or a certificate to the effect that he has satisfactorily completed the period of service required of him.
2. Is still qualified to perform the duties of such position, and
3. Makes application for re-employment within sixty (60) days after being relieved from his active duty or service.

Every such employee who is restored to his position shall be considered as having been on furlough or leave of absence during his period of training and service. He shall not lose seniority because of such absence and for the purpose of determining his future seniority status, such period of training and service shall be added to his record of service with the Company. Employees so restored will be entitled to participate in any benefits offered by the Company which are applicable to employees on furlough or leave of absence. Any such participation shall be in accordance with the rules and regulations in effect at the time such employee was inducted into military service.

#### ARTICLE XVI

##### FURLOUGHS AND LEAVES OF ABSENCE

Section 1. A furlough, except as otherwise provided herein, shall be understood to mean an absence from work, requested by the employee and consented to by the management, covering an agreed period time and for such reasons as: settlement of an

estate, serious illness or death of a member of the family, an extended trip, etc. The Company agrees, to grant furloughs for the above named reasons, if it is practical to do so.

Section 2. Time spent by Union representatives in negotiating labor contracts with the management, attending meetings, or otherwise carrying on duties of Union representatives as permitted by management, will be counted as time worked in computing service and attendance records under the regulations of the Company's Vacation Plan and Extra Compensation Plan.

Section 3. For the purpose of facilitating the affairs of the International Union and of Local No. 156, the Company shall, upon the written request of the Union, grant extended leaves of absence, without pay, to a number, to be mutually agreed upon. Such members during such leaves of absence shall retain all seniority and service rights as though employed by the Company. Absences under this provision shall not exceed one year, and such leaves of absence for the same purpose shall upon request be renewed from time to time by the Superintendent within the period of this contract.

#### ARTICLE XVII

##### STRIKES AND LOCKOUTS

Section 1. There shall be no strikes and slowdowns, or other interruptions of production during the life of this agreement. The Union agrees to do all in its power to discourage and prevent such interruptions, and agrees that the Company has the right to take appropriate disciplinary action against any employees participating in or responsible for such interruptions. Any complaints as to the appropriateness of the disciplinary action taken by the Company in such cases, shall be taken up through the grievance procedure set up herein.

Section 2. The Company agrees that it will not engage in any lockouts of employees during the life of this agreement,

#### ARTICLE XVIII

##### RIGHT TO AMEND AND SUPPLEMENT

The parties hereto reserve the right to amend and supplement this contract by mutual agreement at any time during the duration thereof.

#### ARTICLE XIX

##### SAFETY AND SANITATION

The Company agrees to continue to furnish healthful working conditions at all times and to provide adequate and modern

devices with regard to safety and sanitation. Whatever machinery and equipment the Company furnishes shall meet with all required legal standards of safety and sanitation. Any recommendations or complaints under this article will be the subject of negotiations under the procedure provided for in this agreement.

It is further agreed that the Union shall have equal representation with the Company on the Company's Safety and Sanitation Committee. The Union agrees that it will endeavor to have its members observe all safety rules.

ARTICLE XX

DURATION OF AGREEMENT

The agreement shall remain in full force and effect until \_\_\_\_\_ 1944, and thereafter until thirty (30) days shall have elapsed following the giving of written notice by one party or the other of desired changes in or termination of the agreement.

In the event that a notice is given of a desire for changes, the agreement shall remain in full force and effect until a new agreement is negotiated and signed, but not beyond sixty (60) days.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

INTERNATIONAL HARVESTER COMPANY  
EAST MOLINE WORKS

By W. Calkins  
Superintendent

UNITED FARM EQUIPMENT AND METAL  
WORKERS OF AMERICA (Affiliated  
with CIO) Local

By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

International Representative

This contract is signed subject to ratification by the Union membership on or before November 25, 1943.

Approved by International Union:

John L. Watkins  
Dist. Vice President, U. F. E. M. W. A.-C.I.O.

Subject to ratification by membership on or before November 25, 1943.

EXHIBIT 1

United Farm Equipment and Metal Workers  
of America, C. I. O., Local No. 156

NOTICE

To all members of Local No. 156, United Farm Equipment and Metal Workers of America, C. I. O., employed at the East Moline Works of the International Harvester Company.

Notice is hereby given that on the \_\_\_\_\_ day of \_\_\_\_\_, 1943, East Moline Works, International Harvester Company, and Local No. 156, United Farm Equipment and Metal Workers of America, affiliated with the C. I. O., entered into a collective bargaining agreement and that among other things said agreement provides:

All employees who, fifteen (15) days after the posting of the notices hereinafter referred to, are members of the Union in good standing in accordance with the constitution and by-laws of the Union, and all employees who thereafter become members, shall, as a condition of employment, remain members of the Union in good standing for the duration of the existing contract.

The Company and the Union entered into said agreement in conformity with practices established by the National War Labor Board with regard to union security and also in the belief that stable and responsible unions can aid in promoting increased production through greater harmony between workers and employers.

In conformity with the provisions of said agreement, notice is given that all persons who are members of the Union in good standing fifteen (15) days from and after the date of this notice will be required, as a condition of employment, to remain members of the Union in good standing for the duration of the existing contract.

Employees are considered members of the Union in good standing who have signed a Union membership application card of United Farm Equipment and Metal Workers of America, C. I. O., while employees of East Moline Works.

In order to preserve the voluntary nature of the obligation to remain a member of the Union in good standing for the duration of the contract, the Union has agreed with the Company that any member of the Union desiring to do so may withdraw from membership during the fifteen (15) day period commencing with the date of this notice. Such withdrawals shall be in writing and copies sent by United States Registered Mail to both the Union and the Company.

Date: \_\_\_\_\_, 1943

Accepted as being in accordance  
with the agreement:

By

Superintendent

INTERNATIONAL HARVESTER COMPANY  
EAST MOLINE WORKS

UNITED FARM EQUIPMENT AND METAL  
WORKERS LOCAL NO. 156 AFFILIATED  
WITH C.I.O.

By

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT B

EAST MOLINE WORKS

Name \_\_\_\_\_  
Department \_\_\_\_\_

This is to inform you that the Company has been advised by the Union that you have failed to maintain your Union membership in good standing as required by Article III of the labor agreement in effect at this Works, and that the Company's investigation indicates that you are subject to such dismissal.

In order that you and the Union may have a reasonable time to reconsider this matter and take such actions as may qualify you for return to employment, the Company will carry you on its records as a suspended employee for a period of two (2) weeks following the date of this notice.

If you are not qualified for return to employment at the end of such two (2) weeks' period, your dismissal and termination of employment will be final and will have the same effect as a discharge. In such event your rights under the various Company plans will be affected as follows:

1. Vacation Plan: Continuity of service is broken immediately when a employee is discharged. If an employee had earned a vacation during the preceding year, and had not taken such vacation prior to the discharge, he will be paid vacation money due him.

2. Pension Plan: Where an employee is out of service for six months or longer on account of discharge, he shall be considered a new employee if thereafter reemployed and entitled to no credit under the Pension Plan for prior service.

3. Savings and Extra Compensation Plan: Continuity of service shall be broken when an employee is discharged. His security account shall be closed and all amounts due him as described below shall be paid in the form in which it then stands in his account which may be part cash and part U. S. War Savings Bonds. The payments so made to the employee shall include the balance of all savings paid into the Fund by the employee and of all extra compensation payments made by the Company, together with interest credited thereon.

4. Group Life Insurance Plan: An employee whose service is terminated will receive a certificate stating the amount of his paid-up life insurance and containing a table of cash surrender values. The employee may keep his paid-up insurance or he may surrender the insurance and receive the cash value. The cash value will never be less than the employee's total contributions under the Group Plan. When employment is terminated, the Insurance Company under normal circumstances will pay cash values immediately on request, but it reserves the right to defer such payment for a period not longer than six months after the date the employee last worked.

The term insurance and accidental death benefits will remain in force for 31 days after the employee leaves the Company's service and will then be cancelled automatically. Within the 31-day period, however, by making application to the Aetna Life Insurance Company an employee, without medical examination, may convert his term insurance into an individual life insurance policy of some other type by paying the premium for his then age.

5. E.B.A. and Hospitalization: Membership in the Employee's Benefit Association for all benefits, shall terminate in the case of a discharged employee.

INTERNATIONAL HARVESTER COMPANY  
By \_\_\_\_\_

NATIONAL WAR LABOR BOARD

In the Matter of:

INTERNATIONAL HARVESTER COMPANY  
(East Moline Works)  
and

United Farm Equipment and Metal Workers  
of America (C.I.O.) Local No. 156

Case No. 111 - 4342 - D

Stipulation of Agreement

The International Harvester Company (East Moline Works) and the United Farm Equipment and Metal Workers of America (C.I.O.) Local No. 156 having bargained collectively with regard to the issues in dispute in this case since the date of the certification of the Case to the National War Labor Board, entered into a collective bargaining contract on November \_\_\_\_\_ 1943.

As a result of the consumation of this contract, certain of the issues in dispute before the Board were eliminated. The remaining issues in dispute in this case, which have not been resolved through collective bargaining between the parties are as follows:

1. Wages
2. Check-off
3. Compulsory arbitration.
4. Sixth day pay for Vacation Pay.

In witness whereof the parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of November, 1943.

International Harvester Company  
East Moline Works

BY

*W. H. Perkins*  
Superintendent

United Farm Equipment  
and Metal Workers of  
America  
CIO Local No. 156

BY

*John D. Perkins*

Done at:  
East Moline, Illinois

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8

Agreement executed this Twenty-Ninth Day of June, 1943, but entered into as of April 12, 1943, between Eagle Signal Corporation, having a place of business in Moline, in the State of Illinois (hereinafter called the "Employer"), and Local 814, United Electrical, Radio and Machine Workers of America (hereinafter called the "Union").

SECTION 1.

It is the intention of this agreement to establish harmonious relations between the Employer and the Union, as the sole and exclusive bargaining agent for the production and maintenance employees as hereinafter defined in Section 2 hereof.

It is agreed that this agreement will be retroactive to April 12, 1943, with the reservation that any individual wage increases given on or after April 12, 1943, shall be considered as applying to and credited against any increase accruing to such individual that may result from this agreement. Any such increase accruing hereunder shall be subject to the approval of the War Labor Board.

UNION RECOGNITION

SECTION 2.

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for production and maintenance employees, excluding office employees, engineering employees, sales employees, foremen, superintendents and executives, with respect to rates of pay, wages, hours of employment and other conditions of employment.

The words "employee" and "employees" as hereinafter used shall mean Production and Maintenance employee or employees not so excluded as the context may require. The use of the masculine pronoun, singular or plural, shall include the feminine.

UNION MAINTENANCE

SECTION 3.

(a) (1) Union agrees to certify promptly in writing to Employer the names of all employees of Employer who are members in good standing of the Union on the date of execution of this agreement. Employer agrees that, beginning with the month of July, 1943, and in each month thereafter during the continuance of this agreement, it will deduct on the first payday of each such month from the pay due each such employee the sum of One Dollar (\$1.00) as union dues of such employees, provided however the amount due such employees from Employer on such paydays so permits.

(2) Union agrees that it will furnish to Employer from time to time a certificate setting forth the name of any employee who hereafter during the continuance of this agreement becomes a member of the Union and Employer agrees that it will in each subsequent month during the continuance of this agreement on the first payday of each such month deduct from the pay due each such new union member the sum of One Dollar (\$1.00) as union dues of such new union

member, provided however, the amount due such new union member from Employer on such paydays so permits.

(3) The Employer also agrees that it will, if directed in writing by Union so to do, deduct from the pay of such new union members as are certified to it by Union during the continuance of this agreement, the sum of Two Dollars (\$2.00) as initiation fee, either in a single monthly payment or in installments as directed by the Union.

(4) Any rebate or credit in dues shall be paid by the Union to such member and shall not affect in any way the amount to be deducted as aforesaid.

(b) Even though such an employee ceases to remain a member of the Union in good standing, a deduction of an amount of One Dollar (\$1.00) per month from his pay aforesaid shall continue to be made during the balance of the term of this agreement, while he remains in the employ of Employer and his pay on respective paydays involved so permits.

(c) The Union will designate in writing the name and address of its Financial Secretary and Employer will remit the amounts of all such deductions to said Financial Secretary and the Employer will have fully discharged its obligation under this Section in sending such money to such Financial Secretary at such address until Employer shall actually receive written notice from the Union of any change in the personnel of such office or address of such Financial Secretary.

(d) The Employer will not be responsible for the payment as aforesaid of any of said deductions it cannot legally make as aforesaid.

#### HOURS AND OVERTIME

##### SECTION 4.

The regular workweek shall be forty (40) hours per week, eight (8) hours per day, five (5) day week from Monday to Friday, inclusive.

##### SECTION 5.

All work performed in excess of eight (8) hours in any single day, and in excess of forty (40) hours in any given workweek, shall be paid for at one and one-half ( $1\frac{1}{2}$ ) times the regular straight time rate.

##### SECTION 6.

(a) Double time shall be paid for all hours worked on the seventh consecutive day worked in the same workweek.

(b) Overtime rate of one and one-half ( $1\frac{1}{2}$ ) times the regular straight time rates shall be paid for all hours worked on the holidays hereinafter listed in Section 11 hereof.

(c) Overtime rate of one and one-half ( $1\frac{1}{2}$ ) times the regular straight time rates shall be paid for all hours worked on Sundays when payment of such overtime rate is not forbidden by law, executive order or directive or governmental regulation or by any governmental interpretation of any thereof, provided however when Sunday is the seventh day worked in the same workweek the provisions of this sub-section (c) as to overtime pay shall not be applicable and instead double time shall be paid as provided in Section 6 (a) hereof.

"Sunday" as used herein means the hours between 7:00 A.M. (Central War Time) Sunday to 7:00 o'clock A.M. (Central War Time) Monday, so long as "war time" is in effect, otherwise the same hours Central Standard Time shall be deemed to constitute Sunday hereunder.

(d) The provisions of Executive Order 9240 as amended by Executive Order 9248, as officially interpreted, shall apply to this agreement so long as the same are in force and effect.

#### SECTION 7.

Overtime rate of one and one-half ( $1\frac{1}{2}$ ) times the regular straight time rates shall be paid for the first four (4) hours overtime in any one day. Double time shall be paid for all hours worked in excess of four (4) hours overtime in any one day, or all hours worked in excess of twenty (20) hours overtime in any one working week.

#### SECTION 8.

Overtime for piece workers shall be based on a basic hourly rate arrived at by dividing his total earnings for the workweek in which the overtime is incurred by the total number of hours worked during that week.

#### SECTION 9.

(a) Overtime work shall be divided as equally as possible among employees normally doing the kind of work on which the overtime is required.

(b) Employees shall not be paid both daily and weekly overtime for the same hours worked.

#### SECTION 10.

An employee who reports for work at his or her regular starting time, on any regular working day, and has not been notified by the Employer not to so report shall be given not less than four (4) hours of work and pay therefor, or not less than four (4) hours pay.

#### HOLIDAYS

#### SECTION 11.

The holidays recognized as coming under the scope of this agreement shall be as follows:

New Years Day  
Memorial Day  
July 4th  
Labor Day  
Thanksgiving Day  
Christmas

#### SECTION 12.

Employees shall be paid eight (8) hours pay at their straight hourly rate for Christmas even though not worked.

## SENIORITY

### SECTION 13.

In all cases of layoffs and rehiring, except as hereinafter provided in Section 14 hereof, length of service shall govern. Seniority shall apply on departmental basis.

### SECTION 14.

Shop stewards and regularly elected union officials shall be the last to be laid off and the first to be rehired in any department. The Union shall have the right to have at least one steward on each floor and a maximum of one steward to every twenty-five workers. As between stewards and officials seniority shall govern.

The Union agrees to keep the Employer informed as to the identity of such officials and stewards. The Employer in case of layoffs, in order to keep an employee, not a union official, in a department, may transfer union officials to another department on a temporary basis.

### SECTION 15.

Employer shall give the Union and the steward in department involved and the affected employee at least three (3) days' notice of all proposed layoffs except in case of layoffs caused by reasons beyond Employer's control.

## DISCHARGE OF EMPLOYEES

### SECTION 16.

Employees shall be discharged only for just cause. The Union shall have the right to challenge the propriety of the discharge of any employee by giving, within seven days from such discharge, written notice to the Employer of such challenge, stating therein the grounds therefor, and in such event only, the discharge shall be considered a difference, dispute, or grievance to be dealt with in accordance with the Grievances and Arbitration procedures hereinafter set forth. If the Union shall not give such written notice to Employer within said seven days as to a discharge, the discharge shall be absolute and binding upon the Union and employee involved.

### SECTION 17.

At the end of each month, the Employer shall provide the Union with a complete list of the names, departments and dates of all employees who were laid off, discharged, re-employed and transferred during the month.

### SECTION 18.

At the request of the Union leave of absence shall be granted by the Employer to any employee regularly elected to a union elective office or elected as a delegate to any regular or special union convention or any extraordinary conference in which the Union has an important interest. In an exceptional case, upon the request of the Union, a leave of absence may be granted to an employee who is not a regularly elected union official or delegate for the performance of a union activity stated in such request. The Employer will notify the Union if in its opinion the granting of any such requested

leave of absence would interfere seriously with the war effort. Any employee who has been granted a leave of absence hereunder shall be returned upon the completion of the leave to his former position at the rate in effect at the time of his return and without loss or prejudice to any of his rights or privileges provided that he shall return promptly upon the expiration of his leave of absence or of any extension thereof mutually agreed upon.

#### MILITARY SERVICE

##### SECTION 19.

Employer agrees that any employee who is drafted and/or is called into active service in the land or naval forces of the United States whether through the Selective Training and Service Act, regular enlistment, voluntary or other means, or any of their auxiliary services, or the United States Merchant Marine, or the American Red Cross, or any other combat relief service (other than an employee who held a temporary or part time position at the time of leaving) shall accumulate seniority during such period of service and upon termination of such service shall be restored to his former position or one of like seniority status and pay, unless the Employer's circumstances have so changed as to make it impossible or unreasonable so to do; provided such employee (1) has received an honorable discharge or a certificate to the effect that he has satisfactorily completed the period of service required of him, and (2) is still qualified to perform the duties of such position, and (3) makes application for re-employment within forty (40) days after he is relieved from such training and service, unless prevented from making application within said forty (40) days by reason of justifiable cause beyond his control and occurring without his fault or negligence in which event a reasonable time beyond said forty (40) days shall be permitted to such employee within which to make such application.

When such employee applies for re-employment and is found to have been incapacitated to such a degree that it prevents him from resuming his former or similar work the Employer will, if it is possible for him to do so, make an attempt to provide a position in the plant suitable to such employee's capacity.

Employees with one year's service with the Employer shall, upon being accepted for and entering into active service, receive the equivalent of four (4) weeks pay (weeks pay meaning pay for forty (40) hours at basic hourly rate, not including overtime) and all vacation pay, if any, to which they are entitled.

##### SECTION 20.

✓ (a) (1) Learners shall be paid not less than 45¢ per hour.

✓ (2) When a learner is given a regular production assignment, he shall thereby become a probationary employee and shall be entitled to receive not less than 50¢ per hour.

(3) His probationary period shall continue until he has actually worked for Employer on production assignment on sixty working days.

(b) All employees working on production, until they have worked for Employer on sixty working days, shall be probationary employees. During the probationary period the probationary employee shall have no seniority standing and the Employer may lay off, transfer or discharge such employee with or without cause or question. Employees who have completed said probationary period and have been retained by the Employer at the expiration thereof shall be considered as regular employees and shall be credited with seniority for said sixty days worked. Said employee shall be entitled to the compensation applicable to the position in the classification to which he may be assigned but in any event not less than 55¢ per hour.

#### SECTION 21.

Wage rates and job classifications shall be as set forth in Schedule A attached hereto and made a part hereof, subject, however, to War Labor Board approval.

#### SECTION 22.

The Union upon the request of the Employer shall consult with the Employer in an endeavor to work out an incentive wage program which will be mutually satisfactory to Employer and the Union.

#### SECTION 23.

There shall be no reduction in pay rates of any employee during the term of this agreement and no employee shall suffer a reduction in pay because of a transfer from one job to another or because of job reclassification, provided, however, in case of a lay-off of an employee from a department, the Employer may temporarily transfer such employee to another department, and the employee shall receive the pay for the classification under which he then works even though at a reduced rate, but such employee shall accumulate seniority in his previous department and shall be entitled to be restored thereto at his previous rate when work and his seniority permit and such transfer shall not be used to demote an employee.

Employer is not obligated to make any such temporary transfer and employee is not obligated to accept such temporary transfer if offered but may instead accept the lay-off without loss of seniority.

#### SECTION 24.

(a) Notwithstanding anything to the contrary in this agreement expressed, if an employee shall be incapacitated to perform the work in the department to which he is regularly assigned and to which his seniority entitled him, the Employer may instead of laying off or discharging such employee, transfer him to another department if said employee is willing, and the employee shall receive the pay for the classification under which he then works even though at a reduced rate.

(b) If such incapacity is temporary said employee shall accumulate seniority in his previous department and shall be entitled to be restored hereto at his previous rate when work and his seniority and his ability to perform the work permit.

#### SECTION 25.

(a) An employee shall lose seniority

1. If he quits
2. If he is discharged for cause

3. If he fails, within five (5) days of notice from Employer to report for work, to notify Employer that he is willing to report for work or if after so notifying Employer that he is willing to report to work he fails to report to work within ten days of such notice from Employer, except as hereinafter provided in Section 25 (b) (2).

4. Notice by Employer shall be deemed to have been given when mailed, postage prepaid addressed to employee at the last known address of employee on books of Employer.

(b) An employee shall not lose seniority

1. When granted leave of absence with written approval of superintendent of Employer.

2. When his failure to report for work within ten days as provided in SECTION 25 (a) is the result of his illness or other unforeseen justifiable cause provided the employee shall notify his foreman of such illness or justifiable cause within five (5) days after being notified to report for work as above provided, and provided further that he shall report for work promptly after recovery from such illness or after removal of such cause. Protracted illness shall be certified to the Employer by the attending physician of employee. If an employee is unable to give such notice personally, it may be given in his behalf.

#### SECTION 26.

Within ten (10) days after the signing of this agreement the Employer shall furnish the Union with two copies of a complete list of wage rates and job classifications for employees covered by this agreement. At the end of every three (3) months period after the signing of this agreement, the Employer shall furnish the Union with two copies of a complete list and statement as of those dates and of any change in classifications or new classifications that have been established by the Employer within said three (3) months.

#### SECTION 27.

When establishing any new job classification, Employer will consult with the Union with respect thereto.

#### SECTION 28.

✓ It is the policy of Employer not to discriminate between employees because of sex, race, color, creed or national origin. There shall be no differentiation in the rates paid to males with the rates paid to females for comparable quantity and quality of work on the same or similar operations.

#### SECTION 29.

- (a) The vacation period shall be between June 1 and May 31. A week's vacation shall consist of seven (7) consecutive days unless employee and Employer otherwise agree.
- (b) Vacation pay for a week shall consist of pay for forty (40) hours work at employee's regular straight time hourly rate. Any employee entitled to vacation pay shall have the option of taking the vacation pay and not taking the vacation to which he is entitled.
- (c) All employees who are in employ of Employer at the beginning of the vacation period and who have been in the employ of Employer for at least one year and less than two years next prior to the beginning of the vacation period shall be entitled to receive one week's vacation with pay therefor.
- (d) All employees who are in employ of Employer at beginning of vacation period and who have been in employ of Employer for two years or longer prior to the beginning of the vacation period shall be entitled to receive two weeks vacation with pay therefor.
- (e) Any employee entitled to receive vacation pay as aforesaid who is laid off, discharged or otherwise separated from service of Employer shall be entitled to receive vacation pay to which he is entitled and which has not previously been paid to him.

#### NIGHT WORK

#### SECTION 30.

All employees working an extra shift shall receive five cents per hour in addition to his hourly rate when working on the first or day shift, or seven per cent per hour, whichever will give the employee more pay. An extra shift shall be construed to mean a shift one-half or more of the working hours of which are scheduled between the hours of 6:00 P.M. and 6:00 A.M.

#### BULLETIN BOARDS

#### SECTION 31.

The Employer shall permit the Union to place one bulletin board on each floor of its plant for the exclusive use of the Union.

#### SECTION 32.

The Employer agrees that during the continuance of this agreement, there will be no lock-out by the Employer. Consolidation of departments or discontinuance of departments or curtailment of operations for justifiable cause shall not be deemed a lock-out. The Union hereby agrees that during the continuance of this agreement, there will be no strike, slow-down or stoppage of work or other interruption of production.

#### GRIEVANCES

#### SECTION 33.

All differences, disputes and grievances that may arise between the Union and the Employer shall be taken up as follows:

(a) Between the aggrieved employee and the department steward on the one hand and the department foreman on the other. If no satisfactory settlement is reached between them within twenty-four (24) hours, the matter shall be referred to

(b) The Shop Committee and the plant superintendent. If no satisfactory settlement is reached between them within twenty-four (24) hours, the matter shall be referred to

(c) The Union representatives and the Shop Committee on the one hand and the Employer's representatives on the other. If no satisfactory settlement is arrived at, then the difference, dispute or grievance shall be submitted to arbitration within forty-eight (48) hours, as hereinafter provided unless the time is extended by agreement between the Shop Committee or the Chief Steward as representing the Union and a representative of the Employer.

#### SECTION 34.

All grievances submitted in writing shall be answered in writing.

#### ARBITRATION

#### SECTION 35.

All differences, disputes and grievances between the parties that shall not have been satisfactorily settled after following the procedure hereinabove set forth shall, at the request of either party, be promptly submitted to arbitration by a Board of Arbitration. The Board of Arbitration shall consist of one member selected by the Union and one member selected by the Employer and a third impartial person selected by the two. If no agreement can be reached on the third arbitrator within forty-eight (48) hours after submission, a third arbitrator shall be selected by the U. S. Department of Labor.

In the event arbitration, as aforesaid, is agreed upon, the expense of the arbitrator appointed by the Union shall be borne by the Union, the expense of the arbitrator appointed by the Employer shall be borne by the Employer, and the expense of the third arbitrator shall be borne equally by the Employer and Union.

Any difference, dispute or grievance referred to the Board of Arbitration shall be acted upon within five (5) days after submission to the Board. A decision by any two members of the Board shall constitute the decision of the Board and shall be binding on the Employer and the Union and the employee involved. A decision of the Board shall be complied with within two (2) days after the decision is rendered and parties notified.

#### SECTION 36.

Notwithstanding anything in this agreement contained, any agreement between Employer and the Union respecting the interpretation or application of any section of this agreement shall be binding upon the employees.

## NOTICE

### SECTION 37.

Any notice required or permitted to be given hereunder shall be conclusively deemed to have been duly given if mailed by registered mail, postage prepaid addressed, when to the Employer, Eagle Signal Corporation, 202 - 20th Street, Moline, Illinois, and when to the Union, United Electrical Radio and Machine Workers of America, Quad-Cities Amalgamated Local No. 814 (C.I.O.) 423-1/3 - 15th Street, Moline, Ill.

### SECTION 38.

(a) It is understood and agreed that the wage increases and other payments herein set forth to be made are expressly made subject to and contingent upon the obtaining by the Employer of the approval of War Labor Board and of any other governmental agency, official or authority whose approval is required in order to permit the same to become effective.

(b) The Employer agrees that it will file such applications as it shall be advised are necessary in an endeavor to secure all such required approvals. Any aid or cooperation as may be able to be furnished by Union will be furnished by Union at Employer's request.

### SECTION 39.

The Employer for itself and the Union for itself and its members each agrees that it will endeavor in good faith to maintain and promote harmonious and efficient operation of the Employer's plant and will refrain from any activity not conducive to such operation. The Union further agrees that neither the Union nor its members shall engage in any Union activity on the Employer's time; provided, however, this shall not apply to the consideration of a grievance as in this agreement provided.

### SECTION 40.

Notwithstanding anything in this agreement contained, the change of the first day of the workweek from Sunday to Monday as provided in Section 4 shall not be effective for any period prior to the execution of this agreement.

### SECTION 41.

This agreement shall remain in full force and effect for a period of one (1) year from April 12, 1943, and thereafter from year to year unless notice of termination in writing via registered mail is given by either party to the other at least thirty (30) days before the expiration of any yearly period. Upon receipt of such notice the party receiving the same will within ten (10) days therefrom attempt to arrange a conference between the parties.

EAGLE SIGNAL CORPORATION

M. Porosky  
Vice President and General

LOCAL 814, UNITED ELECTRICAL RADIO AND MACHINE  
WORKERS OF AMERICA BY NEGOTIATING COMMITTEE

Warren A. Hallock  
George VandeVoort  
Edythe Greenway  
Rex R. Wheelock

John F. Nordman, Field Organizer, UER & MWA

## SCHEDULE A

### DESCRIPTION OF JOB AND WAGE RATES APPLICABLE TO THE ASSIGNED PERFORMANCE THEREOF

#### M1 TOOL AND DIE MAKER

A specialist in the construction, repair, and maintenance of machine shop tools, jigs, dies, and fixtures. Must be able to operate all machine tools and perform other highly skilled work such as laying out, fitting and assembling associated tool or die parts. Must be able to do precision work.

Rate - 1.15 to 1.25

#### M1-A TOOL ROOM MACHINISTS

A senior machinist who is able to do precision work and make parts for tools or dies under supervision.

Rate - 1.05 to 1.15

#### M2 MACHINIST

Senior - able to set up and operate all hand operated machines. Able to read and interpret blue prints and specifications, use effectively machinist hand tools, and inspection gauges, able to maintain and sharpen perisable tools; and check product made on machine with blue prints and specifications.

Rate 90¢ to 1.04

#### M3 MACHINIST

Junior - able to set up at least two types of hand operated machines for all operations such machines are capable of being used. Must have some training and experience in reading blue prints. Must have experience in using gauges and micrometers, and must be able to sharpen tools required for those machines which he can operate. This classification excludes drill presses and tappers.

Rate - 80¢ to 88¢

#### M4 MACHINIST - BENCH

Performs various duties involved in fitting and assembling machined parts and units using hand tools and machine tools, such as files, scrapers, drill presses, arbor presses, lathe, shaper, etc.

Rate - 84¢ to 96¢

#### M5 MACHINE OPERATOR

Senior - able to set up for all operations and operate a hand operated machine, use required gauges and measuring tools, sharpen required cutting tools. This classification excludes drill presses and tappers.

Rate - 70¢ to 80¢

**M6 MACHINE OPERATOR**

Junior - able to operate a hand operated machine, use required gauges and measuring tools, can sharpen required cutting tools. Must have a minimum of four months' experience. This classification excludes drill presses and tappers.

Rate - 60¢ to 70¢

**M7 MACHINE OPERATOR**

Sub-Junior - able to operate a hand operated machine under close supervision. Must have two months' experience. This excludes drill presses and tappers.

Rate - 55¢ to 60¢

**M8 AUTOMATIC SCREW MACHINE OPERATOR**

Senior - able to set up, adjust and operate all automatic screw machines and gear hobber without supervision. Can read blue prints and specifications, select required cams and tools, use required measuring gauges and micrometers; can sharpen and maintain cutting tools.

Rate - 95¢ to 1.05

**M9 AUTOMATIC SCREW MACHINE OPERATOR**

Junior - operates all automatic screw machines and gear hobber. Can sharpen and maintain cutting tools and operate the machines without supervision.

Rate - 75¢ to 90¢

**M10 AUTOMATIC SCREW MACHINE OPERATOR**

Sub-Junior - Can feed and operate automatic machines and gear hobber under close supervision.

Rate - 55¢ to 65¢

**M11 DRILL PRESS AND TAPPER OPERATORS**

Senior - Able to set up and operate multiple spindle and single spindle machines, use required jigs and measuring tools. Must be able to sharpen required tools.

Rate - 70¢ to 82¢

**M12 DRILL PRESS AND TAPPER OPERATORS**

Junior - Able to operate multiple and single spindle machines. Use required jigs and measuring tools, and must be able to sharpen required tools. Must have a minimum of four months' experience.

Rate - 55¢ to 65¢

**M13 DRILL PRESS AND TAPPER OPERATORS**

Sub-Junior - Able to operate single or multiple spindle machine under supervision.

Rate - 55¢ to 60¢

M14 SPOT WELDER OPERATOR

Senior - Capable of setting up and operating spot welder for all classes of spot welding. Set up ability to include selection of proper timing and pressures and also selection of suitable electrodes.

Rate - 80¢ to 96¢

M14-A SPOT WELDER OPERATOR

Junior - Capable of operating spot welder under supervision and able to detect defective welding. Two months' experience required.

Rate - 60¢ to 72¢

M15 GRINDER SNAGGER AND FILER

Senior - Must be able on own initiative to grind, snag, and file castings and parts to meet requirements.

Rate - 70¢ to 80¢

M15-A GRINDER SNAGGER AND FILER

Junior - Able to grind, snag, and file castings and parts under supervision.

Rate - 60¢ to 68¢

M16 TOOL CRIB ATTENDANT

Senior - Must be acquainted with all tools stored in crib and know them by name. Must know where and how tools are stored. Must be able to determine whether tools are in proper condition. Must be able to grind or condition tools as tool crib facilities permit. Must be able to inspect tools as returned from shop and initiate reconditioning orders when necessary.

Rate - 70¢ to 80¢

M16-A TOOL CRIB ATTENDANT

Junior - Must be acquainted with all tools stored in crib and know them by name. Must know where and how tools are stored.

Rate - 60¢ to 68¢

M17 MILLWRIGHT

Senior - Must be capable of moving and setting up all machinery in accordance with operating requirements without supervision. Also able to make installation of driving means such as line shafts, counter shafts, jack shafts, motors and belts. Able to maintain such equipment in good operating condition.

Rate - 80¢ to 92¢

M17-A    MILLWRIGHT HELPER

Must have some knowledge of above and be able to do such work under supervision and provide worthy assistance to Senior when required.

Rate - 64¢ to 76¢

M18    PIECE PART INSPECTOR

Senior - Must know how to use all types of measuring tools and gauges required to determine whether parts are being made to drawing dimensions and within tolerances specified. Also must have a sufficient knowledge of all machine work to be able to judge whether quality of work is in accordance with requirements, especially when such cannot be clearly described in specifications.

Rate - 80¢ to 95¢

M18-A    PIECE PART INSPECTOR

Junior - Must know how to use all types of measuring tools, excluding tool room precision tools, required to determine whether machine operations are being done in accordance with blue prints and specifications.

Rate - 65¢ to 70¢

M18-B    PIECE PART INSPECTOR

Sub-Junior - Must be able to inspect parts using common measuring tools and gauges under supervision.

Rate - 55¢ to 65¢

E1    ELECTRICAL INSPECTORS

Senior - Must be able to make electrical and operating tests plus any required adjustment of either all Industrial Devices, or of all Traffic Signal Controllers to provide operating functions in accordance with drawings, specifications or instructions.

Rate - 85¢ to 95¢

E1-A    ELECTRICAL INSPECTORS

Junior - Must be able to make all tests and adjustments as above on at least three industrial devices or one type of traffic signal controller.

Rate - 65¢ to 80¢

E1-B    ELECTRICAL INSPECTORS

Sub-Junior - Must be able to make tests or adjustments under supervision. Must have a minimum of sixty days' experience.

Rate - 55¢ to 65¢

P1 PUNCH PRESS OPERATOR

Senior - Able to select dies for jobs as required, and set up and operate any press in department. Able to read blue-prints, use measuring tools and gauges, and grind all types of dies.

Rate - 85¢ to 95¢

P1-A PUNCH PRESS OPERATOR

Junior - Able to set up and operate small presses only. Able to read blue-prints, use measuring tools and gauges.

Rate - 65¢ to 74¢

P1-B PUNCH PRESS OPERATOR

Press-Operator's Helper - Operates small presses only under close supervision.

Rate - 55¢ to 64¢

A1 ASSEMBLER

Senior - Able to completely assemble, fit parts, and adjust not less than three types of timers or counters or other comparable completely finished units to meet specifications. Must be able to properly interpret blue-prints, specifications and parts lists, and must have a minimum of two years' assembly experience.

Rate - 86¢ to 94¢

A2 ASSEMBLER

Junior - Able to completely assemble, fit parts, and adjust at least one type of timer or counter or other comparable completely finished unit to meet specifications. Must have some experience in interpreting blue-prints and parts lists. Must have one year's assembly experience.

Rate - 74¢ to 85¢

A3 SUB-ASSEMBLER

Senior - Able to assemble and adjust more difficult sub-assemblies such as solenoids, magnet cores, etc., and to use such mechanical devices or machines as may be required in connection therewith. Must have a minimum of one year's assembly experience.

Rate - 64¢ to 80¢

A4 SUB-ASSEMBLER

✓ Junior - Able to assemble simple sub-assemblies, under supervision or to work in progressive assembly line.

Rate - 55¢ to 65¢

A5 SUB-ASSEMBLER

Sub-Junior - Able to cut and serve wires, do soldering operations, and other similar operations under supervision or do similar work in progressive assembly line.

Rate - 55¢ to 60¢

A6 COIL WINDER

Senior - Able to select proper accessories and set up and adjust winding machines, and wind all types of coils.

Rate - 70¢ to 80¢

A7 COIL WINDER

Junior - Able to wind all types of coils and make necessary operating adjustments, such as wire tension and wire travel, etc.

Rate - 60¢ to 68¢

A8 COIL WINDER

Sub-Junior - Able to wind standard coils under supervision.

Rate - 55¢ to 60¢

A9 FINISHED ASSEMBLY EXAMINER

Senior - In addition to tightening screws and nuts, the Examiner must know at least three timing devices sufficiently well to detect any defective workmanship or incorrect adjustments. Must be able to make adjustments when facilities permit or otherwise return devices to assemblers for correction, thereby placing device in finished condition subject only to final inspection.

Rate - 70¢ to 78¢

A9-A FINISHED ASSEMBLY EXAMINER

Junior - Must be able to perform the work stated above on at least one timing device and do related work.

Rate - 60¢ to 66¢

A9-B FINISHED ASSEMBLY EXAMINER

Sub-Junior - Must be able to make such adjustments as explained under supervision.

Rate - 55¢ to 60¢

A10 PAINTER

Senior - Sprays manufactured articles and parts with paint, lacquer or stain, and can operate and maintain a spray gun. May touch up inaccessible parts with hand brush. Operate and control baking ovens.

Rate - 75¢ to 84¢

A10-A PAINTER

Junior - Able to assist in above operations and do plant maintenance painting.

Rate - 60¢ to 70¢

All PLATING DEPARTMENT

Senior - Responsible for all plating, cleaning, and rust-proofing operations required in the manufacture of product, and responsible for equipment used in connection therewith.

Rate - 75¢ to 86¢

All-A PLATING DEPARTMENT

Junior - One who assists in plating, cleaning, and rust-proofing operations under the supervision of Senior Plater.

Rate - 60¢ to 70¢

G1 GENERAL CLASSIFICATION

Learner is one who is being trained and who has not been given a regular production assignment.

G2 GROUP LEADERS

A skilled person who is given a regular assignment requiring him to instruct and supervise at least three other persons; this in addition to performing his regular production assignment. The rate for such person is to be 5¢ in excess of the rate received by him prior to that assignment; but this rate shall prevail only so long as he is employed regularly as a group leader. No group leader shall have responsibility for regularly supervising more than one group.

G3 LABORER AND HANDY MAN

A person who does not have any particular trade or experience which would qualify him for any of our classifications. May be engaged as general helper, or general machine helper, or on general maintenance repairs which do not require the services of a skilled operator.

Rate - 55¢ to 65¢

G4

G5 STOCK CLERK

Senior - .Must be able to receive and place in proper boxes or bins materials, and parts. Responsible for maintenance of bin cards and supervising junior stock room clerks and helpers. Must have one year's experience.

Rate - 60¢ to 70¢

G5-A STOCK CLERK

Junior - Must be able to fill production orders, maintain bin tags under supervision of Senior. Must have six months' experience and ability to handle weights of 50# or more.

Rate - 60¢ to 70¢

G5-B STOCK CLERK

Sub-Junior - Must be able to assist in filling orders and putting away parts or other routine stock room assignments. Must have minimum of two months' experience and can fill production orders and maintain bin tags under supervision of Senior but who cannot handle weights in excess of 50#.

Rate - 55¢ to 60¢

G5-C STOCK CLERK

Helper - One who is employed for less than six months and with no previous stock room experience and assists in filling orders and other routine assignments.

Rate - 55¢

G6 FLOOR PRODUCTION CLERK

Receives stock from main stock room or from other departments, segregates parts for various sales orders, delivers such parts to operators at benches or machines; issues or checks shortage requisitions; makes out partial issues and transfer slips; checks the closing out of all orders and associated papers on completion of the production or assembly order.

Rate - 60¢ to 70¢

G7 INVENTORY RECORD CLERKS

Chief Clerk - Has charge of the clerical record keeping and other functions of the inventory section and/or all production records. Personally performs responsible and difficult office work and supervises a small force. Does related work required. Must have at least two years' experience.

Rate - 64¢ to 70¢

G8 INVENTORY RECORD CLERK

Senior Clerk - Performs clerical work, able to type or use adding machines. Work requires high degree of accuracy and a limited independent judgment based upon knowledge gained through experience. Does related work as required. Must have twelve months' experience.

Rate - 60¢ to 64¢

G9 INVENTORY RECORD CLERK

Junior Clerk - Performs clerical and related work under supervision. Must be employed minimum of three months.

Rate - 55¢ to 60¢

G10    BOOKKEEPING MACHINE OPERATOR - INVENTORY SECTION

Senior - Must have minimum of six months' experience. Must have charge or general supervision of all required entries. Must be able to instruct and supervise junior operators. Should be able to make minor adjustments on machines (not repairs). Must understand procedure relative to issues, receipts, pricing of requisitions, apportionments and other transactions relative to stock handling.

Rate - 60¢ to 70¢

G11    BOOKKEEPING MACHINE OPERATOR - INVENTORY SECTION

Junior - Must be familiar with adding machine and/or comptometer. Must be able to operate the machine under supervision of senior. Would have some experience in the handling of stock records. Minimum experience required two months.

Rate - 55¢ to 60¢

G12    SHIPPING CLERK

Senior - Directs and participates in shipping and receiving of merchandise or material from customers, suppliers, etc. Keeps required records pertaining to materials shipped. Must have considerable knowledge of shipping practices, routes available, means of transportation, traffic rates, and bills of lading; and will supervise several assistants.

Rate - 75¢ to 84¢

G13    SHIPPING CLERK

Junior - One who packs, labels, crates, weighs, and addresses parcels and crates, attaching postage and bills of lading to the goods, and aids in loading and unloading of trucks and works under the supervision of the senior shipper.

Rate - 55¢ to 65¢

G14    RECEIVING CLERK

One who receives goods shipped to us, unpacks, and verifies shipment against bills of lading, invoices and other records. Keeps such records as may be required, and delivers goods received to proper department. Must be able to check material with specifications and reject damaged goods or goods failing to meet inspection requirements. Will work under the supervision of the Senior Shipper or other designated head of department.

Rate - 70¢ to 80¢

G15    TRUCK DRIVER

Must be able to operate truck. Must have required driver's license. Is responsible for washing and maintaining truck but not required to make repairs thereon. Truck driver must also qualify as junior shipper.

Rate - 60¢ to 64¢

R1 REPAIR AND MISCELLANEOUS MANUFACTURING DEPARTMENT

Senior - Able to repair and reassemble any type of timers and/or traffic signal controller and signal. Must have at least two years' experience in this department. Must be able to assemble special units or devices under direction of engineer or foreman. Must be able to estimate probable time of repairs and make detailed reports thereon to Sales Department.

Rate - 86¢ to 94¢

R1-A REPAIR AND MISCELLANEOUS MANUFACTURING DEPARTMENT

Junior - Able to repair certain timers or parts therefor under supervision of senior; able to repair and assemble at least one timer without supervision.

Rate - 60¢ to 70¢

R1-B REPAIR AND MISCELLANEOUS MANUFACTURING DEPARTMENT

Sub-Junior - Able to dis-assemble, clean, and make minor repairs under supervision.

Rate - 55¢ to 60¢

## AGREEMENT

THIS AGREEMENT DATED SEPTEMBER 22, 1942, is between CATERPILLAR TRACTOR CO., located at PEORIA, ILLINOIS, (hereinafter referred to as the "COMPANY") and the UNITED FARM EQUIPMENT WORKERS OF AMERICA, LOCAL 105, affiliated with the CONGRESS OF INDUSTRIAL ORGANIZATION, (hereinafter referred to as the "UNION"). (Now known as the United Farm Equipment and Metal Workers of America.)

### ARTICLE 1. PURPOSE.

The intent and purpose is to promote and improve relationship between the Union and Company and to set forth the mutual agreement of the parties hereto as to wages, hours of work, and conditions of employment affecting employees covered by this agreement.

### ARTICLE 2. RECOGNITION.

SECTION 1. The National Labor Relations Board has certified that the employees, as defined in this agreement, constitute a unit appropriate for the purpose of collective bargaining under the National Labor Relations Act and the Company recognizes the Union as the exclusive representative of such employees for the purpose of collective bargaining.

The unit appropriate for the purpose of collective bargaining, as defined by the National Labor Relations Board, includes:

"ALL HOURLY PAID PRODUCTION AND MAINTENANCE EMPLOYEES, LEAD MEN, APPRENTICES OTHER THAN PATTERN MAKERS' APPRENTICES, HOURLY PAID FACTORY CLERICAL EMPLOYEES, TIMEKEEPERS, HOURLY PAID EMPLOYEES IN METALLURGICAL DEPARTMENT, TESTERS EMPLOYED IN PROVING GROUND AND PLANT PROPER, EMPLOYEES IN MATERIAL CONTROL DEPARTMENT (PRODUCTION OFFICE), JANITORS, SALARIED FACTORY CLERICAL EMPLOYEES, HOURLY PAID EXPERIMENTAL LABORATORY EMPLOYEES (DYNAMOMETER OPERATORS, ASSEMBLERS, MACHINISTS, INSPECTORS, FOLLOW-UP MEN, STOCK CHASERS, AND MISCELLANEOUS EMPLOYEES), AND EXPERIMENTAL MACHINE SHOP EMPLOYEES;" BUT EXCLUDES "SUPERVISORY EMPLOYEES, FOREMEN, PATTERN MAKERS AND PATTERN MAKERS' APPRENTICES, WATCHMEN, OFFICE EMPLOYEES, HEATING DEPARTMENT EMPLOYEES, CAFETERIA EMPLOYEES, ENGINEERING OFFICE EMPLOYEES, TOOL DESIGNING DEPARTMENT EMPLOYEES IN TRACTOR AND ROAD MACHINE DIVISIONS, PLANNING DEPARTMENT EMPLOYEES IN TRACTOR, FOUNDRY AND ROAD MACHINE DIVISIONS (ROUTING AND TOOLING EMPLOYEES, TIME-STUDY MEN, LAY-OUT EMPLOYEES, ESTIMATORS), SALARIED ENGINEERS IN EXPERIMENTAL LABORATORY."

SECTION 2. The Company recognizes and will not interfere with the right of employees to become members of the Union and will not discriminate against employees because of their Union affiliation. The Union agrees not to intimidate or coerce employees into membership. The Union also agrees not to solicit membership or dues during working hours.

SECTION 3. The Company and the Union agree with the democratic principle of no discrimination against any employee because of race, sex or political or religious affiliation with respect to employment or Union membership.

### ARTICLE 3. MAINTENANCE OF MEMBERSHIP.

In pursuance of the order of the National War Labor Board dated July 4, 1942, the following maintenance of membership provision is included in the contract:

"All employees who, 15 days after the date of this Directive Order of the National War Labor Board in this case, are members of the Union in good standing in accordance with the

constitution and by-laws of the Union, and those employees who may thereafter become members shall, as a condition of employment, remain members of the Union in good standing during the life of the agreement.

"The Union shall promptly furnish to the National War Labor Board a notarized list of members in good standing fifteen days after the date of this Directive Order. If any employee named on that list asserts that he withdrew from membership in the Union prior to that date, the assertion or dispute shall be adjudicated by an arbiter appointed by the National War Labor Board whose decision shall be final and binding upon the Union and the employee."

#### ARTICLE 4. UNION REPRESENTATION.

In order to provide a system of Union representation for the settlement of grievances the Union representatives shall be as follows: not more than one Steward for employees under each foreman; one Chief Steward for employees under each superintendent; one Divisional Grievance Committee of three for employees under each factory manager; and one General Grievance Committee of five for all employees within the appropriate unit. Modifications in this general arrangement may be made by mutual agreement, in order to provide adequate representation and to facilitate the handling of individual grievances.

Stewards shall take the first step in the grievance procedure, Chief Stewards the second step, Divisional Grievance Committees the third step and the General Grievance Committee the fourth step.

Stewards and Chief Stewards may take steps 1 and 2 during working hours so long as it does not unduly retard or interfere with their duties as employees. Steps 3 and 4 will be taken at a mutually convenient time before or after work or on the committee members' own time. Meetings called by Management, however, will not result in loss of pay for regularly scheduled hours of Union representatives.

The Union shall provide the Company with a list of all Stewards, Chief Stewards, members of the Divisional Grievance Committees, members of the General Grievance Committee, and officers of the Union. The Union shall also notify the Company of any changes in this list.

Regardless of their seniority, officers of the Union not to exceed ten (10) in number, members of the General Grievance Committee, members of the Divisional Grievance Committees; and Chief Stewards shall, in the event of a lay-off, be continued at work as long as there is a job in their respective departments which they are able to do, and shall be recalled to work after the lay-off as soon as there is work in their respective departments which they are able to do.

#### ARTICLE 5. GRIEVANCES.

SECTION 1. A grievance is defined to be any difference which might arise between the parties or between the Company and an employee covered by this agreement, as to (1) any matter relating to wages, hours of work, or working conditions not covered by this agreement; and (2) any matter involving the interpretation or violation of any provisions of this agreement.

It is mutually desired that grievances be satisfactorily settled as quickly as possible. When grievances arise, an earnest effort will be made to settle them as follows:

- (1) The aggrieved employee should present his grievance directly to his immediate supervisor at the time the grievance arises. He may request his foreman, however, to send for his Union steward for the purpose of (1) discussing his grievance with him prior to presentation to his foreman, and (2) presenting the grievance. The aggrieved employee shall be present at

the time the grievance is presented to the immediate supervisor. In taking this step the employee shall have no more than one Union representative.

- (2) If the difference is not satisfactorily settled or an answer is not given by the immediate supervisor within two working days, the employee or his Union steward should take the grievance to the superintendent. In taking this step the employee shall have no more than two Union representatives.
- (3) If the difference is not satisfactorily settled or an answer is not given by the superintendent within three working days, the employee, his Union representative, or a committee consisting of not more than three members should then present the grievance to the Factory Manager. The grievance should be in writing and signed by the aggrieved employee.
- (4) If the difference is not satisfactorily settled or an answer is not given by the Factory Manager within five working days, the employee, his Union representative, or a committee should then present the grievance to the General Factory Manager. At this point the grievance will also receive the consideration of the Industrial Relations Department.

The above steps specifically described are for those employed in the Manufacturing Department. Employees in other departments who are covered by this agreement should follow the same general procedure, taking their grievance first to their immediate supervisor, then to the division or section head, then to the assistant department head, and finally to the department head. At the last stage the grievance will also receive the consideration of the Industrial Relations Department.

If an employee selects a representative who is not an employee of the Company, the grievance should be taken directly to the General Factory Manager (or department head, if the employee is in other than the Manufacturing Department.).

If in taking some of the steps described above it is necessary for an employee or the employee's representative to leave his department the employee or the employee's representative is to obtain a pass from his immediate supervisor before leaving the department.

Grievances involving discharge shall be presented in writing to the General Factory Manager (or department head, whichever is the case). Unless the matter is presented within five working days from the date of discharge, the discharge will not constitute a grievance.

If the final decision of the Company is not satisfactory, either party to the dispute may request that the grievance be submitted to arbitration as ordered by the National War Labor Board. This request is to be in writing and must be made within five days after date of the Company's final decision. Questions involving general wage adjustments, however, shall not be subject to arbitration.

Within five days after receipt of a written request to submit a grievance to arbitration, the parties will meet in an effort to mutually agree upon the selection of an arbiter. If the parties fail to agree upon an arbiter within three days after date of first meeting, either party may request the Bureau of Conciliation, U. S. Department of Labor, to appoint an arbiter.

The decision of the arbiter shall be final and binding upon all parties to the dispute. Any expenses of arbitration shall be borne equally by the Union and the Company.

#### ARTICLE 6. LAY-OFFS AND REHIRES.

SECTION 1. In lay-offs and rehires, preference shall be given to employees with greatest seniority, subject to occupational qualifications. "Occupational Qualifications" will take into consideration the

ability to do the work. Whenever the Company contemplates laying off or rehiring employees not in accordance with their length of service only, it shall take the matter up with the Union insofar as practicable prior to lay-off or rehiring. If no agreement is reached at this point the Company may exercise its own judgment and leave any grievance arising therefrom to be adjusted by the grievance procedure. Rehiring shall be in inverse order of lay-off.

SECTION 2. Seniority shall be measured by the length of continuous service with the Company and is broken by the following:

- a. A quit.
- b. A discharge.
- c. A lay-off of longer duration than the employee's accumulated seniority at the time of lay-off, but this shall not apply to the first two years of lay-off.
- d. While laid off, a failure without reasonable excuse to respond to a recall to work within a period of five days unless the Company is advised within that period and grants an extension.
- e. While laid off, a refusal to accept an offer of reemployment on a job comparable in work and pay to that which he held at the time of lay-off subject to regular adjustments made in the meantime.

SECTION 3. Seniority shall accumulate during leaves of absence, including military leaves of absence, but shall not accumulate during periods of lay-off.

SECTION 4. Seniority shall be of major groups as follows: Tractor and Engine Factory, Road Machinery Factory, Foundry, Maintenance, Material Control, Heat Treat, Metallurgy, Inspection, Tool Cribs, Factory Training, Industrial Relations, Parts, Engineering, and Merchandise.

An employee transferring from one group to another shall continue to accumulate his seniority in the old group for a period of six months after which time he will lose his seniority in the old group and obtain equivalent seniority in the new group. Upon transfer from Factory Training, however, the employee will immediately obtain equivalent seniority in the new group.

If an employee is transferred with a product or machine from one group to another his seniority in the old group shall be transferred with him.

SECTION 5. The Company will provide the Union with quarterly seniority lists. These lists, by major groups, will give each employee's name, factory number, department number and seniority date.

SECTION 6. In the event of a lay-off all employees in a group with less than six months seniority shall be laid off before any employees with longer service are laid off in that group.

SECTION 7. Any employee aggrieved over the application of these provisions shall have the right to submit his grievance in accordance with the grievance procedure.

#### ARTICLE 7. PROMOTIONS.

The Company will continue to fill higher rated jobs whenever possible by promoting present employees. In making promotions length of service will govern whenever qualifications for the next job are approximately equal.

#### ARTICLE 8. MILITARY SERVICE.

Any employee other than one occupying a temporary position who enters the military service of the United States will be granted a special leave of absence. While on such leave of absence there will be no break in the employee's record of service with the Company.

To qualify for reemployment an employee must have satisfactorily completed the military service, be physically able to meet the requirements of the job and apply for reinstatement within forty days after completion of service.

The Company will return the employee to his former or comparable work provided changed circumstances do not make such reinstatement impossible.

#### ARTICLE 9. LEAVE OF ABSENCE.

SECTION 1. Leaves of absence shall be granted automatically to employees who because of physical disability are temporarily unable to work and who provide the Company with proper notice and acceptable evidence of such disability.

SECTION 2. The granting of other leaves of absence by the Company shall depend (1) upon the reason for the requested leave of absence and (2) upon the need for the employee's uninterrupted services.

SECTION 3. Any officer of the Union whose duties in connection with the Union take him away from his employment with the Company, shall be granted a temporary leave of absence by the Company upon the request of the Union, provided that not more than five (5) such leaves of absence shall be in effect at any one time.

SECTION 4. Employees who fail to return to work upon expiration of a leave of absence shall be separated from the employment of the Company.

#### ARTICLE 10. WAGES.

SECTION 1. The Company agrees to pay wages as high as generally prevail in its industry for like work under like conditions.

SECTION 2. The Company will continue to pay individual wage rates that are based both on the nature of the job and the manner in which the work is performed. When any inequalities are alleged to prevail in individual wage rates within the operations covered hereby, the matter may be taken up under the grievance procedure.

SECTION 3. The Company will pay night rates which are 5% above day rates. Night rates shall apply to all employees authorized to start work between the hours of 3:45 p.m. and 3:00 a.m. inclusive.

SECTION 4. Any employee called to work, or permitted to report to work without an effort being made to notify the employee that there will be no work, shall receive a minimum of four hours pay at his regular hourly rate, except in case of a labor dispute or other condition beyond the control of the Company.

#### ARTICLE 11. OVERTIME PROVISIONS.

As provided in the Executive Order effective October 1, 1942, the following principles shall apply for the duration of the war to the payment of overtime compensation to employees on the hourly payroll:

SECTION 1. No premium wage or extra compensation shall be paid for work on Saturday or Sunday, except where such work is performed on the sixth or seventh day worked in an employee's regularly scheduled

workweek (in the case of this Company, the calendar week) and as hereinafter provided.

SECTION 2. Where because of an emergency condition an employee is required to work for seven consecutive days in any regularly scheduled workweek, double time shall be paid for work on the seventh day.

SECTION 3. Time and one-half shall be paid for work in excess of eight hours in any day and forty hours in any workweek or for work performed on the sixth day worked in any regularly scheduled workweek.

SECTION 4. Time and one-half shall be paid for work performed on any of the following holidays:

New Years Day  
Decoration Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Day

#### ARTICLE 12. TRAINING

Through apprentice training and other educational courses, the Company will continue to provide opportunities by which employees may acquire new and additional skills and thus be able to qualify for higher rates of pay.

#### ARTICLE 13. HEALTH, SAFETY AND SANITATION.

SECTION 1. By maintaining a well-staffed and well-equipped Medical Division and by providing physical examinations the Company will continue to make every effort to protect and promote the health of all employees.

SECTION 2. The Company will continue to maintain a clean properly lighted, heated and ventilated factory with approved safety devices. It will continue its safety and sanitation program and provide certain safety equipment without cost to employees.

SECTION 3. It is agreed that the Union will appoint a safety committee of three to encourage the observance of safety rules and the furtherance of the safety and sanitation programs, with which committee the Company's safety representatives will meet once each month at a mutually agreeable time.

#### ARTICLE 14. BULLETIN BOARDS.

SECTION 1. The Company will provide not more than eight (8) bulletin boards in mutually agreeable locations to be used exclusively for Union notices. These notices will be furnished by the Union and promptly posted by the Company.

SECTION 2. Union notices shall be restricted to the following:

- (a) Notices of Union recreational and social affairs.
- (b) Notices of Union elections, appointments and results of Union elections.
- (c) Notices of Union meetings.

#### ARTICLE 15. VACATION AND SEPARATION PAYMENTS.

Vacation payments and separation payments will be made in accordance with the Vacation-with-pay plan which became effective October 29, 1939.

ARTICLE 16.

This agreement shall remain in full force and effect until September 22, 1943, and thereafter from year to year unless thirty days prior to the date of expiration notification is given in writing by the party desiring a change of the other party. If either party notifies the other of any change desired, negotiations shall begin at least fifteen days prior to the expiration date.

Agreed and subscribed to the day and year above written.

CATERPILLAR TRACTOR CO.

by L. B. Neumiller  
President

UNITED FARM EQUIPMENT WORKERS  
OF AMERICA, LOCAL 105, affiliated  
with the CONGRESS OF INDUSTRIAL  
ORGANIZATIONS.

by Forest Cumming  
President

Harold A. Davis

George W. Hagerty

C. E. Cooper

Otto Cook

Albert Allan  
Negotiating Committee

16

EXHIBIT A.

DRAFT OF CONTRACT SETTING FORTH  
FINAL POSITION OF THE COMPANY

*Contract signed  
May 1944*

PREAMBLE

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1944, by and between THE DOLE VALVE COMPANY, hereinafter called "Company," and the INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, affiliated with the Congress of Industrial Organizations and its Local Union No. 278, hereinafter called the "Union."

ARTICLE I - RECOGNITION

Section 1. The Company agrees to recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment of the following employees of the Company (hereinafter called "the employees"); all production, maintenance and boiler room employees including set-up men and working foremen, but excluding foremen, nonworking supervisors, supervising inspectors, expeditors and dispatchers, engineering and experimental department employees, clerical employees, timekeepers, guards and watchmen.

Section 2. The Company recognizes and will not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any members because of membership in

the Union. The Union agrees not to intimidate or coerce employees into membership and also not to solicit membership or collect dues on Company time.

ARTICLE II - FEDERAL OR STATE LAWS

Should any valid Federal or State Law or the final determination of any Board or Court of competent jurisdiction affect any section of this agreement, the section or sections so affected shall be renegotiated by the Union and the Company to conform to the law, and otherwise the agreement shall continue in full force.

ARTICLE III - MANAGEMENT

Subject to Seniority rules, grievance procedure and other provisions of this agreement as herein set forth, the management of the Company and the direction of the working forces, including the right to plan, direct and control Company operations, to establish rules for the conduct of employees in the plant, to hire, suspend, discipline or discharge for proper cause, or transfer, to relieve employees from duty because of lack of work or for other reasons, and the right to introduce new or improved production methods or facilities is vested exclusively in the Company.

It is further agreed that the Company shall have the exclusive right to determine the source or sources from where applicants for work shall be secured; shall be the sole judge of the requirements and qualifications of applicants for work and shall be the sole judge of the qualifications for retention in the Company, provided, that nothing contained in this section shall be used in a manner contrary to the agreed upon seniority rules and grievance procedure and other provisions set forth in this agreement.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 1. The Union shall be represented by a shop committee of not more than five members. The Company shall meet with the shop committee at least one day of each week beginning not later than 2:00 P. M. on a day to be agreed upon by both parties, and at any other times mutually agreed to.

Section 2. The Union shall be represented by not more than one steward for each shift from each department.

Section 3. The shop stewards shall be afforded a reasonable opportunity during working hours, subject to permission of the foreman in each instance which permission shall not be unreasonably withheld, to contact employees of their departments. This privilege is granted only for the purpose of handling grievances and the privilege shall not be abused.

Section 4. The Company shall pay the members of the shop committee and the stewards the earnings they would otherwise have made at their regular work while engaged in the adjustment of grievances during their regularly scheduled working hours and in addition the Company will reimburse them for inconvenience and expense - but not as time worked - at the rate of their average hourly earnings at straight time for additional time spent in grievance committee meetings up to a maximum of two hours per week.

Section 5. The Company will notify the shop committee in writing on matters of discharge, layoff, recall, suspension, and transfer and no action or matter relating to a discharge, layoff, recall, sus-

pension, transfer or claim of preferential treatment, shall be considered the subject of a grievance, unless written complaint thereof is filed with the Company grievance committee within ten (10) days of the Company notice.

Section 6. Should any controversy arise between the Company and any employees as to the meaning of any of the terms of this agreement or should any employees feel that in the application by the Company to thin of any such terms, he has been treated unjustly, such matter shall be taken up, considered and adjusted in the following manner:

(a) Grievance shall be written in triplicate on forms provided by the Company and the first step in the grievance procedure shall be that grievances may be taken up with the foreman by the employee or by the steward or by both, as the employee elects, and a bona fide effort shall be made to adjust the matter with the foreman.

(b) Failing to effect a settlement, the foreman shall write his reasons for not adjusting the grievance, sign two copies and return these to the steward.

(c) The Steward shall then present the written grievance to the shop committee.

(d) If the shop committee decides the grievance to be a just one, under the terms of this agreement, and desires to discuss the matter further with the Company, it will file one copy of the statement of the grievance prepared

by the steward with the Company grievance committee, with additional statement in writing if desired. The Company grievance committee shall consider each written grievance so presented not later than its next regular weekly meeting with the shop committee and give an answer at the meeting or as soon thereafter as possible, but not later than its next regular meeting following the one at which the grievance was first discussed.

Conversely, the Company may present written statement of grievance to the shop committee which shall be considered not later than the next regular weekly meeting of the shop committee with the Company grievance committee, and, to the extent that an answer is required, shall be answered at the meeting or as soon thereafter as possible but not later than the next regular meeting following the one at which the grievance was first discussed.

(e) If a satisfactory adjustment is not made by the procedure outlined above, the grievance may be taken up between officials of the International Union or their appointed representatives and the President of the Company or his appointed representatives.

(f) If a satisfactory adjustment is not made by the procedure outlined above, the grievance shall be submitted to arbitration at the request of either party. The parties shall have ten (10) days from the date of submission of the grievance to arbitration in which to choose a mutually-

satisfactory impartial arbitrator. If at the end of ten (10) days they are unable to agree, the Regional War Labor Board shall appoint the arbitrator. The parties shall bear their own costs and share equally the expenses arising out of any such arbitration proceedings.

#### ARTICLE V - SENIORITY

Section 1. Seniority shall be on a departmental and plant basis; employees having less than one year's service with the Company shall be listed according to departments on the seniority list, and when layoffs become necessary, these employees will be laid off according to the department seniority list. After the employee has been employed for one year or more, he shall be placed on the plant seniority list. When an employee on the plant seniority list has been laid off in his own department he shall, as soon as the Company can reasonably arrange to do so and in no event later than one week after date of layoff, be returned to work and if necessary transferred to another department consistent with his seniority, and proper ability to perform the work required.

Section 2. The Company agrees that length of service shall be the dominating factor in layoffs and rehiring, if the employees concerned have the proper ability to perform the services required. Before hiring new employees the Company will inspect the seniority list for the purpose of recalling any employees on the list who are not working and who have the proper ability to perform the work required.

Section 3. The Company agrees to have available for the shop committee and to place on bulletin boards, which all employees will have access to at all times, complete seniority lists for each department.

Seniority lists will be posted on January 1 and July 1 of each year. Any protest in seniority list must be made within ten days of posting or the list will stand as correct; indisputable errors excepted. A current list and other information relative to seniority or leaves of absence will be furnished to the Union within thirty (30) days after the actual execution of this agreement.

Section 4. Each member of the shop committee and the stewards shall head the seniority list during his term of office and shall resume his former standing on the seniority lists upon termination of such office.

Section 5. Any employee appointed to work for the International Union shall be granted a leave of absence not to exceed twelve (12) months and upon termination shall be entitled to resume his seniority status but with accumulation of seniority during such absence. The company will consider requests for extension of the twelve months' period.

Section 6. Any employee will forfeit his seniority for the following reasons:

- (a) If he quits;
- (b) If he is discharged for cause;
- (c) If he is absent for twenty-four or more hours consecutively without just cause, or having good excuse remains absent from work without notifying the personnel office of the Company of such excuse as soon as he can reasonably do so;
- (d) If he accepts other employment during leave of absence;

(e) If he fails to return to work after leave of absence or if during layoff he fails to comply with a request from the Company to return to work within three days after the Company has notified him, either by telegram, registered mail or by telephone, and if by telephone same to be verified by registered mail or telegram, to such employee's last address on the Company records (it being the employee's responsibility to keep the Company informed as to his current address), unless the employee within such three (3) days' period requests of the personnel office of the Company and for good cause receives an extension of time;

(f) If having seniority of one year or less he is laid off for a period of one year or more. The seniority of employees having more than one year's seniority shall not be affected by layoff.

Section 7. When new jobs are created or vacancies occur the oldest employee in point of service shall be given preference in filling such new jobs, if they so desire, in so far as is practicable and consistent with proper ability of the employee to perform the services required.

Section 8. All new employees shall be considered as on probation for a period of sixty (60) days and during such period shall not be entitled to seniority within the meaning of this agreement. After such period his name shall be placed on the seniority list and his standing on the seniority list shall be determined by his date of hire.

Section 9. Any employee on the seniority list may be transferred to another department by mutual consent of the employee and the Company, provided that there are no employees on the seniority list unemployed in the department to which he is being transferred.

Section 10. When an employee is so transferred, he shall take a position at the bottom of the seniority list of the new department. Any employee so transferred shall continue to hold his original seniority in his original department until he has accumulated five (5) years of seniority in the new department. At that time he must decide in which department he wishes to retain permanent seniority.

Section 11. It is clearly understood that the transfer of an employee from one department to another is not mandatory on the part of the Company or employee, but must be mutually agreeable.

Section 12. In cases of emergency, employees may be transferred for periods of not more than five days to other departments or jobs without regard to seniority status.

Section 13. Any employee occupying or promoted to a supervisory position and later demoted shall maintain his seniority, but with accumulation of seniority during the time spent in such supervisory position.

#### ARTICLE VI - HOURS OF WORK AND WAGES

Section I. The Standard work day shall not be more than eight (8) consecutive hours (exclusive of lunch period) in any twenty-four (24) hour period and the standard work week shall be not more than forty (40) hours in any one work week.

Section 2. The work week shall begin on Monday at 7:00 A. M. Pay checks will be distributed on Friday the week following.

Section 3. Employees shall be paid time and one-half for all work performed beyond eight (8) hours of any one work day or forty (40) hours of any one work week.

Section 4. Double time shall be paid for work performed on the seventh consecutive day in any one work week, and time and one-half shall be paid for work performed on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The provisions of this section shall not apply to any regular second or third shift which starts on a regular work day and ends on a holiday, but shall apply to any regular second or third shift which starts on a holiday and ends on a regular work day.

Section 5. An employee called to work and then sent home shall receive not less than three (3) hours pay at his average hourly rate.

Section 6. All employees working on second or third shifts shall be paid a bonus of ten (10) per cent of their earnings.

Section 7. Piecework shall be established by the Company through time study; employees shall have the right to question time study of any job that may appear to be improperly timed. In case of dispute, the operation in question will be retimed by the Company and a Union representative may be present during retiming.

Section 8. Rates of pay for female employees will be based upon the established rates for the work performed. Where such work is identical with or substantially the same as that performed by men on the same or

comparable operations, the base rates and hourly rates will be the same. Where lower production or decreased performance standards must be established for women, as compared with men, a proportionate adjustment for wages for women will be established in line with the principle of "equal pay for equal work."

Section 9. All employees shall be given a ten (10) minute rest period during the first and second hour periods of their shift, to be established by the Company, and also a five (5) minute wash-up period immediately preceding the lunch hour and quitting hour of each shift.

Section 10. When an employee is required to fill the place of another receiving a higher rate of pay he shall if not a trainee, in respect to such higher rated job, receive the higher rate of pay for time so worked, but if required to fill, temporarily, a lower rated job, he shall continue to receive his former rate of pay, unless such change is considered a transfer and then he shall receive the rate of pay for such job.

Section 11. Effective March 16, 1943, the rate of pay for all employees covered by this agreement shall be increased by three (3) cents per hour over the rates they have received since that time. This increase will be paid in the following manner:

1. On May 1, 1944, the increase of three (3) cents per hour in day work will become effective and will be paid currently in Department #1. At the same time piece work rates will be adjusted proportionately to reflect said three (3) cents per hour increase. Thereafter, as rapidly as possible, similar adjustments will be made in other departments in numerical order.

2. For the period March 16, 1943 to and including April 30, 1944, employees of Department #1 will be paid the amount due them as retroactive pay on the basis of three (3) cents per hour for the number of hours worked by each employee (appropriate adjustments to be made for overtime and night premium allowances but not in piece work rates) Thereafter in similar fashion, such retroactive pay shall be made to other departments taken in numerical order as rapidly as the amount due them can be computed and the change in rates effected. For these departments, the period of retroactive pay shall be from March 16, 1943, to the time the rate adjustments in each department, in its turn, can be placed in effect.

3. The rates of pay for all employees coming within this agreement shall be based on the classification of work that each employee is employed on, in accordance with the job classification and wage spread as shown in the attached Schedule "B", which includes said three (3) cents per hour increase and which is made a part of this agreement.

(This Section II is subject to the approval of the Regional War Labor Board as regards proportionate adjustment in piece work rates.)

#### ARTICLE VII - VACATIONS

Section 1. The Company agrees to continue its established plan of giving the employees vacations with pay and agrees that for the period of this contract all employees who on June 1, 1944, are on the active payroll and who during the twelve months next preceding said date have

worked at least eight-five (85) percent of their regularly scheduled work days or 220 days (whichever is the greater) shall on or after June 1, 1944, receive one week's vacation with pay on the basis of forty (40) times their average straight time hourly earnings if their service with the Company has been less than five (5) years, and two weeks' vacation with pay on the basis of eight (80) times their average straight time hourly earnings if their service with the Company has been five (5) years or more.

Up to thirty (30) days may be deducted from the 220 days on account of physical disability caused by sickness or injury while off or on duty if substantiated by a doctor's certificate, without impairing an employee's eligibility for vacation.

Section 2. If an employee wishes or is asked by the Company to relinquish the time of vacation for the war production program, such employee will receive his vacation pay in addition to his regular earnings.

Section 3. The time of vacation for each employee will be set as near as possible in accordance with the request of the employee without disrupting the regular flow of work and in no event without the permission of the Company.

#### ARTICLE VIII - MILITARY CLAUSE

Section 1. In the event any employee volunteers, or is inducted, in the armed forces of the United States Government or joins the Maritime Service he, or she, will automatically be granted a written leave of absence for the duration of his or her service and shall be entitled to

resume his or her seniority status (with accumulation of seniority during such absence), provided he or she reports for work within ninety (90) days after termination of his or her service with the Government or Maritime Service, and provided he or she is physically capable of performing his work.

Section 2. The provisions of Section 1 of this Article shall be applicable to all employees who have joined the armed forces of the United States Government or the Maritime Service since September 16, 1940.

ARTICLE IX - GENERAL

Section 1. The management agrees to furnish bulletin boards for Union announcements, said bulletin boards to be placed in such places as the Company and the Union agree upon. Such bulletin boards shall be used only for the posting of formal notices of meetings, elections, names of representatives and officers of the Union, and general noncontroversial matters concerning the business of the Union; and any other matters desired to be posted by the Union shall first be submitted to and approved by the personnel director.

Section 2. The Company will, with all checks issued for wages, include a detachable voucher whereon all payroll deductions will be indicated.

Section 3. The Company and Union agree to fully cooperate in an effort to reduce waste, improve its products and equipment and increase the efficiency of the plant.

Section 4. The Union and Company solemnly pledge to each other that there shall be no discrimination against any worker in the Company plant, or who shall be hired hereafter because of such worker's race, creed, color or national origin.

Section 5. If any difference of opinion shall arise between the parties hereto as to proper construction of this agreement or otherwise, there shall be no stoppage or curtailment of work until every effort has been exhausted to adjust such differences of opinion on its merits through the regular grievance procedure and then until sanctioned by the officers of the International Union.

Section 6. No foreman or assistant foreman will perform an operation which will deprive an operator of his job except in the case of emergencies. This provision shall not prevent a foreman or assistant foreman from performing necessary functions of instruction.

Section 7. When a stoppage of work occurs due to shortage of stock, breakdown of machinery, or for any other cause over which the employees have no control (other than periods for tool adjustment and repair and other time allowances used in computing piecework rates) such employees shall be paid their respective earning rates for waiting time.

ARTICLE X - DURATION

THIS AGREEMENT shall continue in full force and effect for one (1) year from date hereof, and from year to year thereafter unless at least thirty (30) days prior to any expiration date either party notifies the other in writing of its desire to terminate the agreement, in which event the agreement shall terminate on the expiration date of the year in which the notice is given.

LOCAL UNION NO: 278, INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA - CIO:

BY \_\_\_\_\_  
BY \_\_\_\_\_  
BY \_\_\_\_\_  
BY \_\_\_\_\_  
BY \_\_\_\_\_

THE DOLE VALVE COMPANY

BY \_\_\_\_\_  
BY \_\_\_\_\_  
BY \_\_\_\_\_

Agreement reached through negotiations with representatives of Local Union, now known as #112 of U.F.E. & M.W.A., and the Management of the Oliver South Bend Plant No. 1.

#### EMPLOYEES EXCLUDED FROM BARGAINING UNIT

Section 1. The provisions of this agreement do not relate to the terms of employment now in effect between the Company, its executive and supervisory force, foreman, assistant foreman, engineering personal, timekeepers, confidential clerks, office employees and service division employees.

#### RECOGNITION

Section 1. Assurance has been given that the members of Local Union #112, (hereafter called "Local Union") number more than a majority of the employees of this plant, therefore the Company agrees to recognize the Local Union as the exclusive agency for collective bargaining for employees of this plant. The Company agrees that it will not interfere with the right of its employees to become members of the Local Union and that its foremen and other agents will not exercise discrimination, interference, restraint or coercion against any employee because of such membership nor will the Company aid, promote or finance any organization which purports to engage in collective bargaining. It is agreed that members of the Union or its agents will refrain from soliciting membership in such organization on Company time.

#### UNION SECURITY

In the Matter of :  
Oliver Farm Equipment Company  
and  
United Farm Equipment Workers  
of America, Local 112 - CIO

October 27, 1942  
Case No. 158

#### DIRECTIVE ORDER

By virtue of and pursuant to the powers vested in the National War Labor Board by Executive Orders Nos. 2097 and 9250, it is hereby directed that

#### Union Security

The parties shall include the following provisions in their Agreement:

"In order to secure the increased production which will result from greater harmony between workers and employers and in the interest of increased cooperation between union and management, which cannot exist without a stable and responsible union, the parties hereto agree as follows:

"All employees who, fifteen (15) days after the date of the National War Labor Board's Directive Order in this matter, are members of the Union in good standing in accordance with the constitution and by-laws of the Union, and all employees who thereafter become members, shall, as a condition of employment, remain members of the union in good standing for the duration of this contract.

"The Union shall promptly furnish the National War Labor Board a notarized list of its members in good standing as of the fifteenth (15th) day after the date of the National War Labor Board's Directive Order in this matter. If any employee named on that list asserts that he withdrew from membership in the Union prior to that day, and any dispute

arises, or if any dispute arises, as to whether an employee is or is not a member of the Union in good standing, the question as to withdrawal or good standing, as the case may be, shall be adjudicated by an arbiter appointed by the National War Labor Board, whose decision shall be final and binding on the Union, the employee and the Company.

"The Union agrees that neither it nor any of its officers or members will intimidate or coerce employees into membership in the Union. If any dispute arises (as to whether there has been any violation of this pledge or whether any employee affected by this clause has been deprived of good standing in any way contrary to the constitution and by-laws of the Union), the dispute shall be regarded as a grievance and submitted to the grievance machinery, and, if necessary, to the final determination of an arbitrator appointed by the National War Labor Board in the event that the collective-bargaining agreement does not provide for arbitration."

/s/ William H. Davies, Chairman  
/s/ Wayne L. Morse  
/s/ Roger D. Lapham

/s/ Cyrus S. Ching  
/s/ Robert J. Watt  
/s/ Van A. Bittner

#### SENIORITY PROCEDURE

Section 1. (Employees) shall be considered temporary employees until they have worked for the Company for a period aggregating twelve months. After the expiration of such period such employees shall become entitled to seniority rights as hereinafter defined.

Section 2. Seniority rights, within classifications as listed and attached hereto, originally established as of July 1, 1937, accrue on the basis of length of time employee remains on the seniority list. Starting basis for seniority rights for temporary employees shall be fixed on the date the period of temporary employment is completed. Seniority rights so established shall determine the order in which employees shall be laid off and returned to work.

(A) The Company will not hire new employees as additions to the established classifications so long as there remain laid-off employees in other classifications who possess the ability and physical fitness to do the class of work required.

Section 3. In cases of lay-off foremen will give employees oral or written notice thereof at least one working day in advance. The term "lay-off" does not relate to lay-offs resulting from temporary interruptions of work such as breakdowns, lack of material, etc. It is agreed that a temporary lay-off shall not continue for a period in excess of one week.

Section 4. Employees shall report ready for work not later than their respective next working day after notice to return to work has been sent. Failure to report within such time shall constitute loss of seniority rights unless a satisfactory explanation can be made.

Section 5. In event an employee is laid off or not returned to work according to seniority, as herein defined, actual loss of wages resulting therefrom, based on such employee's base rate, shall be paid such employee, provided:

(A) Claims alleging violations of seniority rights with respect to lay-offs are filed in the Employment Department within two working days after the time of lay-off, and claims with respect to returning employees to work are filed within seven working days after such violations may have occurred.

(B) Changes on the seniority board shall be appropriately indicated on such

board within a reasonable time after any change is made.

Section 6. Seniority rights acquired hereunder shall terminate by reason of a voluntary quit or discharge or upon failure of a laid-off employee to report for work to the Employment Department either in person or by registered mail at least once within three months after time of lay-off and thereafter within three months after such report.

Section 7. Employees who are receiving special training (which number shall not exceed twenty-five (25)) may be hired, retained, or returned to work without regard to seniority.

- (A) In the event of cessation of work to a labor dispute the Company may employ persons for plant protection without regard to seniority rights.

Section 8. It is the policy of the Company in laying off temporary employees or returning temporary employees to work to follow the rule of seniority based upon length of service, providing ability, physical fitness and past record of such employees are equal.

Section 9. In times of the curtailment of production, department foremen may in the discretion of the management perform production work in their respective departments, with the exception of foundry foreman who will confine their work to the foundry division. Assistant foreman will not work on production work except when entitled to by virtue of their position on the seniority board.

Section 10. Preferential seniority for stewards. Preferential seniority will be granted to chief stewards within their classification, the number of such stewards not to exceed twenty-four (24), and the actual number to be agreed upon between the bargaining committee and the management. The Union agrees to notify the Management in writing of the election of such chief stewards and any changes in such personnel occurring during the term of this contract.

#### EMPLOYEE CHANGE OF ADDRESS

Section 1. It has been agreed that notice of change in address must be given to the Employment Department by employees, on forms provided for that purpose, within at least three days after a change of address has been effected. A carbon copy of this form, receipted by the Employment Department, will be given to the employee. Any notices required to be given an employee will be delivered or sent to employee's address on file and will be considered proper notice.

#### LEAVES OF ABSENCE

Section 1. Upon application filed with the Employment Department, leaves of absence will be granted factory employees for just cause with out loss of seniority rights. No leaves of absence will be granted to employees to accept employment elsewhere, provided, that leaves of absence will be granted to duly elected delegates of Local Union members to International Union Convention for the duration thereof; Request for such leaves of absence shall be submitted in writing to the Employment Department.

(A) Union members, not more than two in number, shall by mutual consent upon filed request, be granted leaves of absence for the duration of this contract for the purpose of attending to Union business.

(B) In all cases of absence where leave has not first been obtained, employees must notify their respective foremen or the Employment Department, within their current working day, giving a satisfactory explanation for such absence.

Section 2. Leaves of Absence for Military Service. Any employee who is called into active service, or who in time of war volunteers in the armed forces of the United States, shall be given a leave of absence for such period of service without any break in the continuity of seniority, and upon the termination of such service will be reemployed provided he has not been dishonorably discharged, and is physically able to do available work in line with his seniority, at the current rate for such work, and provided that he reports for work within sixty days of the date of such discharge.

Section 3. For the duration of the Nation Emergency the Company agrees that at any time it is unable to give full time employment to an employee it will, at the request of such employee, grant him a leave of absence without loss of seniority status to obtain full time employment in another defense industry. The Company shall not call any worker back to work unless it is reasonably able to assure such worker of full time employment for a reasonable length of time. At any time that the Company does so call a worker back, he shall report to work within one calendar week or lose his seniority status. Certification that work has been obtained in a Defense industry shall be made to the Company by the new employer. The Company will give added consideration to any employee whose service is of a special nature, and may be necessary for governmental defense projects.

#### HOURS OF WORK - OVERTIME - HOLIDAYS

Section 1. Payment of overtime shall conform with the provisions of the Walsh-Healy Act.

Section 2. Any time worked in excess of eight hours in any day or forty hours in any work week shall be considered overtime and paid for at the rate of time and one-half, provided that in computing overtime for the weekly hours there shall first be deducted hours of work on which daily overtime has already been allowed.

Section 3. "A" In event an employee is called in to work on <sup>impersonal</sup> his day or days off, (he) shall be paid time and one-half for such time, providing such hours worked are in excess of forty (40) hours in his work week.

"B". In event an employee working a six (6) day schedule is required to work on his day off, he shall receive double time for the seventh (7) day of his regular work week. This provision shall not apply in the event employee lays off of his own accord during the regular work week.

Section 4. Where an employee works on any of the holidays set forth in this contract, he shall be paid a premium wage of time and one-half for such work, in addition to any overtime premium to which he is entitled during such work week.

Section 5. No premium wage or extra compensation shall be paid to any employee for work on Saturday or Sunday as such.

Section 6. Job Evaluation as established by the joint Job Evaluation Committee of South Bend Plant No. 1 is hereby formally recognized and shall be the basis for determination of all present base rates and such system shall further be used for evaluation of any new classifications which may arise.

Section 7. It is understood that in case waiting time is spent by an employee during overtime hours, compensation shall be on the basis of time and one-half of such employee's base rate.

Section 8. The Company agrees not to lay off an employee during regular working hours in order to balance out or equalize the standard weekly hours of work.

Section 9. Legal Holidays recognized by this Company are:

New Year's Day  
 Memorial Day  
 Independence Day  
 Labor Day  
 Thanksgiving Day  
 Christmas Day

RATE PROCEDURE - INDIVIDUAL AND GENERAL

Section 1. Rates of pay for piece work will be handled as in the past, that is, when after careful investigation a piece rate is found to be too low, upward adjustment will be made, but individual adjustments of piece rates shall not be adjusted downward at any time during the year, other than the month of July in each year, unless the part or operation on which the piece rate has been established is changed, or different equipment is provided, or if an obvious error has been made.

Section 2. In event employees on duty are prevented from working by causes beyond their control, such as lack of material or machine breakdowns, etc. such employees shall be paid their respective day work rate, provided time lost is in excess of thirty minutes in any one day, and the employees have been requested by the foreman to remain ready for work.

Section 3. Employees reporting for work upon notice thereof, or without notice of lay-off, and not placed at work shall receive two hour's pay at such employee's base rate.

Section 4. Base rate for piece work shall be established in accordance with (job evaluation.)

Section 5. A general reduction in the established rates of pay will not be made during the term of this agreement.

Section 6. Employees covered by this agreement, working on the second shift shall receive a premium of 5% of their earnings. Employees working on the third shift shall receive a premium of 10% of their earnings. Consideration, based on seniority rights, will be given employees when establishing night shifts. However, it is understood that a certain percentage of seasoned operators, depending upon the class of work, are required to operate the various shifts efficiently.

Section 7. Work Week. For clarification, the work week will be a calendar week from 11 p.m. Saturday night to the following Saturday night at 11 p.m. Work day for the plant will start at 11 p.m. and end with the following night at 11 p.m.

Section 8. When establishing piece work rates, due allowance shall be made for time required to keep machine or station clean and orderly and for the time required to obtain tools, etc. from the tool crib.

Section 9. When an employee is assigned to a new or different job, he shall be informed in advance of the piece work price, day work or allowance to be paid for such work.

Section 10. Pay day for employees covered by this agreement shall be continued on a weekly basis.

ADJUSTMENT OF GRIEVANCES

Section 1. Grievances or complaints of an employee with respect to rates of pay, hours of work and conditions of employment, shall be taken up under the following procedure:

- A. By the affected employee with his foreman.
- B. By the affected employee with his divisional superintendent.
- C. By the affected employee and/or his representatives with the Director of Personnel.
- D. By the affected employee and/or his representatives with the Plant Manager, with the right of appeal to the Company's executive office.

The affected employee may be accompanied by his bargaining representative or representatives, if he so chooses, through the above procedure.

Section 2. Where a grievance affects a group of individuals and is settled by superintendent, Personnel Dept. or Plant Manager, the Union will be notified as to the terms of the settlement.

#### DISCHARGE

Section 1. It is important to the Company and its employees that the Company employ competent and proficient workmen, and for that reason the right of the Company to discharge an employee for just cause is recognized. Cause for discharge may be insubordination, dishonesty, inefficiency, persistent violation of shop rules or repeated violation of local, State and Federal Laws. It is agreed, however, that the decision to discharge an employee must rest upon evidence that is clear, and that full reason for discharge will be recorded and stated to the employee discharged. Complaints alleging discharge without proper cause may be reviewed by the Employment Department, the Plant Manager, and his superiors, in such order, provided the employee discharged, or his representatives, make such complaint with the Employment Department within two working days following notice of discharge. Provided that with the aggrieved employee's consent such discharge shall be a proper matter for the Union and the Management to adjust. An employee discharged without proper cause shall be returned to his regular work or work of a similar nature at the rate of pay prevailing prior to discharge, and shall be paid the hourly rate of pay prevailing prior to discharge for time lost while out of employment by reason of such improper discharge.

#### VACATION

Section 1. Employees who now possess or shall acquire seniority rights prior to January 1, 1943, shall be entitled to vacation pay equal to two(2%) percent of such employees' earnings paid during the calendar year 1942 provided employees entitled to receive vacation pay are on the payroll as of Feb. 1, 1943. Such vacation pay will be allowed the employee at any time after Feb. 1, 1943, and prior to Aug. 1, 1943, as selected by employee. In the event of the death or separation of an employee entitled to receive vacation pay prior to the time such pay is received it shall be paid by the Company to such employee or his personal representative. An employee shall not be required to lay off for any period of time in order to receive such vacation pay; however, employees shall be entitled to an absence from work for a period of one week during the calendar year at times selected by the Company.

Section 2. Any employee who may be entitled to vacation pay, for the current year, entering the Armed forces of the United States, shall receive such vacation pay as has accrued at the time of his departure.

#### BULLETIN BOARDS

Section 1. The Company agrees to permit the use of company bulletin board space in each department where notices of meetings of local union may be posted. Such notices must contain a brief statement of the business to be conducted and must first be edited by the Company.

MEETING WITH MANAGEMENT

Section 1. It is agreed that the Plant Manager will continue, as he has in the past, to meet with representatives of local union at any reasonable time, but for the purpose of convenience the Plant Manager and the Local Union's representatives will arrange to meet regularly once a month. Any member of such local, acting as a regular or special representative shall receive permission from his foreman before leaving work and such representatives shall not receive pay from the Company for the time spent in the discharge of their duties as representatives of local union, provided however, when Management calls a special meeting of Management and Union representatives during regular working hours such union representatives shall be paid their regular day work rate.

STRIKE

Section 1. It is the desire of all the representatives to avoid strikes, lockouts, or the cessation of work of any kind. It is agreed that the unauthorized stoppage of work by an employee will be the cause for immediate discharge and that a strike will not be authorized by local union until a strike vote has been taken during regular working hours by secret ballot under control of an election board to be established as herein provided. The place of balloting shall be selected by the election board, provided, however, that the place selected for balloting shall be on neutral property, within reasonable walking distance of the plant. Such election board shall grant the right to vote to all employees covered by this agreement at work in the South Bend Plant at the time such vote is taken and to such other employees who are not at work but who possess seniority rights. It is further agreed that no strike vote shall be authorized by local union unless at least a majority of the votes cast favor such action.

The election board shall be composed of one representative selected by the local union, one representative selected by the Company and a third member selected by the first two named, provided, that in event the representatives of the union and the Company are unable to agree upon a third member within forty-eight (48) hours after their appointment, the third member shall be appointed by the United States Conciliation Service of the United States Department of Labor. Such board shall have full control of the election to be conducted, including form of ballot, selection of polling place, time of voting, eligibility of voters, and such board shall count the ballots cast and certify to the Company and to Local Union the results thereof. Necessary expenses incident to conducting such and election will be paid for by the Company.

DURATION OF AGREEMENT

This agreement shall remain in full force and effect for the duration of the hostilities in the War in which the United States is now engaged, but not less than one year and shall continue in force thereafter from year to year unless prior to any anniversary date either party shall have given thirty (30) days written notice to the other of its desire for changes or termination. In the event that a notice is given of a desire for changes or termination, the agreement shall remain in full force and effect until a new agreement is negotiated and signed, but beyond an additional sixty (60) days.

OLIVER LOCAL #112

By E. E. Smith, Pres.

By Chester G. Johnson, V. P.

John E. Shaffer,  
International Representative

Date - Feb. 16, 1943

OLIVER FARM EQUIPMENT COMPANY

By S. F. Krzeszewski  
Plant Manager  
South Bend Plant No. 1

## Art. I, Sec. 1 (Company Proposal)

(m) To Quit: To leave the employment of the company voluntarily. The following shall be considered conclusive evidence of leaving the employment of the company for purposes of this definition and of interpretation of this agreement:

Leaving the job before the end of the regular working hours without notice and proper explanation to a supervisor.

Statement of an employee to a supervisor or other notice to the company of intention to leave his employment not retracted before the job is refilled.

Failure to report at the beginning of working hours on the day after notice of intention to leave employment.

Taking employment with another employer except with the knowledge and consent of the company or except in case of lay off.

## Art. II, Sec. 2 (Company Proposal)

The company will not continue in its employment any employee, other than a temporary worker, who fails to become a member of the union or to maintain his union membership in good standing, except any employee shall have ten days after notice in which to apply for or reinstate his union membership, also the company shall have ten additional days to fill the job. The union shall not refuse membership to any employee, or discriminate against any employee in conditions of membership, or expel or discipline any member-employee arbitrarily, unreasonably, or without just cause. Any employee may complain direct to the management about any treatment by the union alleged to be in violation of the provisions of this section.

## Art. IV, Sec. 2 (Union Proposal)

Stewards shall elect from among themselves a Chief Steward and also for each shift a deputy chief steward.

## Art. V, Sec. 1 (Company Proposal)

All grievances of employees shall be taken up in accordance with the following procedure. An employee who has a grievance shall report same, within two working days of the occurrence of its cause, to his steward or deputy steward, as the case may be, in writing and signed, and upon a grievance blank provided by the company in form approved by the union. The grievance blank shall be made out in duplicate, the original to be presented to the foreman of the department and the copy to be kept by the union. The grievance blank shall contain all pertinent evidence and the evidence so presented shall be the sole basis for adjusting the grievance. In case the grievance is filed with a deputy steward, he shall transmit it to the steward. A grievance may be amended to include additional evidence, but in such case a new grievance blank must be filed, and this shall constitute a new grievance for purpose of procedure as provided in Section 2.

## Art. V, Sec. 6 (Union Proposal)

The Union officials whose titles appear herein may use, during working hours and at their regular rate of pay, the amount of time shown herein after their respective titles for the purpose of attending conferences with supervision or management and for adjusting grievances in the plant, in accordance with the grievance procedure contained herein.

12-7-42

Art. V, Sec. 6 (cont.)

President	- - - - -	Average of 3 hours per day
Chief Steward	- - - - -	" " " " " " " "
Deputy Steward	- - - - -	" " " " " " " "
Stewards	- - - - -	" " " " " " " "
Chairman Barg. Committee	- - - - -	" " " " " " " "
Bargaining Committee	- - - - -	All time lost while meeting with management.

not settled  
Pass  
Per day

Art. VI, Sec. 6 (Company Proposal)

Discontinue

Employees shall have regular times for starting and ending shifts, and for lunch periods, and any work performed before the regular starting time, or after the regular time for ending a shift, or during the lunch period, shall be considered overtime, except that for continuous operations no overtime shall be paid for the lunch period. Plating operations, foundry work, boiler firing, and plant protection shall be considered to be continuous operations.

Art. VIII, Sec. 1 (Company Proposal)

If, in the absence of any notification to the contrary, an employee reports for work at the regular starting hour, he shall be guaranteed at least four hours' work, or four hours' pay in lieu thereof, unless the lack of work is due to breakdown in utilities or other causes beyond the control of the company.

not OK

The above guarantee of work shall not apply following an absence or lay off except when reporting to work in accordance with definite instructions from supervisors.

If an employee is notified that less than four hours' work is available, he need not report for such work, but if he does report, he may be given only what work is available, without any guarantee of four hours.

Art. VIII, Sec. 2 (Company Proposal)

In the event an employee is discharged or enters a grievance that he was laid off improperly, or not recalled to work in his proper turn, such grievance shall be taken direct to the bargaining committee, who shall act upon this within one work day after receipt thereof. If the bargaining committee supports the decision and action of the management, the company shall not be liable for any back pay in case the employee is later reinstated or the decision reversed. If, after a review, and unless otherwise agreed upon, it shall be decided that there has not been just cause for the discharge, lay-off, or failure to recall to work, the company shall return the employee to work with unimpaired seniority rights, and shall compensate him for all time lost at his regular rate of pay, less any earnings from other sources, from the date the grievance was received by the company from the steward, to the date of return to work.

ok

Art. VIII, Sec. 3 (Company Proposal)

Unless otherwise agreed upon, all decisions affecting the pay of an employee due to violations of this agreement by the company or its representatives shall be retroactive to the date on which the violation occurred, provided such date is not prior to the date of this agreement, and provided further that the grievance shall have been reported promptly.

ok

Art. VIII, Sec. 4 (Company Proposal)

In the second line on page 9 after the word 'steward' add 'and foreman'.

ok

**Art. VIII, Sec. 4 (Company Proposal)**

(b) Illness or injury to employee, causing confinement to hospital, sanitarium, or home under physician's care, provided a physician's certificate is presented to the steward, who shall give it to his foreman who in turn will send it to the Superintendent's office. Illness in immediate family or other emergency requiring a leave of absence must be approved by the Superintendent and Chief Steward. *ok*

**Art. VIII, Sec. 5 (Union Proposal)**

Employees who enlisted, will enlist in the future or who have been drafted or will be drafted into the Armed forces of the United States of America and reemployed upon their return from such service, shall be considered to have been on leave of absence, and shall be given credit for their former period of employment plus the time in service for purpose of seniority. This section does not apply to employees voluntarily enlisting for a period beyond the present emergency and who do not report for work within sixty days after discharge. *X*

**Art. VIII, Sec. 4 - last paragraph. (Company Proposal)**

Leaves of absence shall be only for the period during which the reason for the absence exists, and in no case for more than three months, but there may be renewals. Employees falsifying reason for leave of absence are subject to discharge.

**Art. VIII, Sec. 4 - add following (Company Proposal)**

Upon return from a leave of absence, an employee shall be reinstated on his former job, unless that work is not then in operation or unless the leave of absence was granted with the understanding that the job would not be held open, in which case the employee shall be put on the available jobs most nearly suited to his experience and ability, or allowed to use his seniority in bidding on other jobs in accordance with the provisions of this agreement pertaining thereto.

**Art. VIII, Sec. 6 - (Union Proposal)**

All employees, other than those laid off more than thirty days prior to the vacation, shall receive an annual vacation of one week, excepting those employed since the previous December 1st, who shall have one-half week's vacation, and those employed since the previous May 1st, who shall not be entitled to any vacation, and also those who have been employed more than five years who shall receive two weeks vacation. All vacations shall be taken during the vacation period beginning June 1st and ending September 30th. The company shall not be required to have more than 10% of the employees of any department on vacation at one time. Vacations shall be scheduled in advance of June 1st. Seniority rights shall govern the selection of vacation time. Vacation pay shall be paid in advance. Vacation pay of employees shall be computed at the rate of 3 1/3% of the employees earnings for the fiscal year, except those of five years or more seniority, who shall receive five per cent of their yearly earnings. All employees must take the vacation to which they are entitled. *1 + 2 weeks over 15%*

**Art. VIII, Sec. 7 (Union Proposal)**

Insert "No employee shall be discharged without a hearing before the chief steward and Personnel Manager".

**Art. VIII, Sec. 9 (Union Proposal)**

Supervisors shall not do any work customarily done by employees.

**Art. IX, Sec. 1 (Union Proposal)**

Strike out reference to seniority of those from the Buecher Band Instrument Company and Leedy.

12-7-45

Art. IX, Sec. 1 (Company Proposal)

(a) He is absent without a leave of absence for five consecutive working days without notifying the foreman, or in his absence, the plant superintendent. Notification shall, if possible, be given prior to the absence, and in any event as soon as possible after the beginning of the absence. Such notification shall include a definite and proper reason for the absence. An absent employee shall report a date of expected return not less than every five days. When actually prevented by serious illness or other good cause beyond the control of the employee, notification in this paragraph shall not be required.

*or excused at or obtain a leave of ab*

Art. IX, Sec. 2 (Union Proposal)

Strike out last sentence.

Art. IX, Sec. 4 (Union Proposal)

(a) The hours of work shall then be reduced, but not to less than forty <sup>regular</sup> hours per week. *35 hrs*

✓ (d) Strike out - or groups of employees - to - an employee laid off - etc. ✓

(e) Strike out.

Art. IX, Sec. 5 (Union Proposal)

From words - but not until, - strike out.

Art. IX, Sec. 6 (Union Proposal)

In all cases involving seniority, plant seniority shall govern in departments, except as may be otherwise specifically provided for in this agreement.

Art. IX, Sec. 7 (Company Proposal)

Newly-created jobs and vacancies may be filled for not to exceed three days without reference to seniority. Within five days of being so filled, the jobs shall be posted in the Conn and Leedy plants for the information of employees. Within three days after a job is so posted, employees with six months or greater seniority shall have the right to request transfer to such job, and in case of such request preference shall be given to such employees in the order of their seniority, provided, however, that applicants are qualified for the job, and provided also that preference shall first be given to applicants from the same department. Employees of less than six months but with over one month seniority may bid on jobs and may be considered if there are no bidders with over six months seniority. In case an employee is so transferred and fails to fill the job as average employee, he shall have no right to his old or any other job by virtue of seniority, except as provided in the procedure governing the taking of jobs from employees in the lowest 5% of the seniority list. In case an employee is transferred to another job in accordance with the provisions of this section, he may request transfer, but he shall not, while on that job, be entitled to invoke his seniority rights to support such request for another job within six months. It is the function of management to select employees for promotion or transfer.

Art. IX, Sec. 7 (Union Proposal)

Strike out sentence beginning, "Preference shall also be given to Conn and Leedy".  
Strike out words - six months.

~~Art. IX, Sec. 7~~

12-7-43

Art. IX, Sec. 8 (Union Proposal)

Strike out the word, other.

Art. IX, Sec. 11 (Union Proposal)

Insert, after lay offs, the shift transfer privilege.

Art. IX, Sec. 13 (Union Proposal)

Strike out.

Art. X, Sec. 4 (Union Proposal)

Insert, "The company shall provide the conference room to be used to conduct union business".

29

AGREEMENT

The following Agreement is hereby made and entered into this 5 day of August 1942, by and between United States Rubber Company, Ball-Band Plant, Mishawaka, Indiana (hereinafter referred to as the Company), and Local #65, of the United Rubber Workers of America, (hereinafter referred to as the Union).

Whereas, all members of the above mentioned Union are employees of the Company, and, whereas, for the purpose of maintaining harmonious relations and cooperation between the parties hereto, it is desirable to formulate an understanding and a procedure for the guidance of the parties.

NOW, THEREFORE, in consideration of these premises, the parties hereto agree to as follows:

ARTICLE I RECOGNITION AND BARGAINING PROCEDURE

Section 1.

(a) Local #65, United Rubber Workers of America, shall be the sole bargaining agency for the employees of the Ball-Band Plant, and it is mutually agreed that the term "employees" in this agreement does not include executives, superintendents, foremen, non-working supervisors, and confidential salaried personnel.

(b) It is agreed that the Company will meet and negotiate with the accredited representatives of the Union on all matters pertaining to hours of work, rates of pay and other conditions of employment.

Section 2.

(a) Individual items may be discussed by the employee with the foreman, but the following is the procedure for handling of grievances and negotiations.

1. Departmental Steward accompanied by Employee or Group of Employees from department with Foreman.
2. Chief Department Steward and Division Steward with Foreman and Division Superintendent.
3. Plant Grievance Committee with Management.
4. Plant Grievance Committee, International Representative and Management.
5. After a grievance, whether with respect to a wage matter or any other grievance, has gone through the procedure laid down in the local agreement and has not been settled thereunder, the Local Union may refer it to the International Union. If within 20 days after the International Union has filed this grievance with the management of the Company the grievance has not been satisfactorily settled, the International Union may then ask that the matter be finally settled by arbitration. It shall thereupon be the duty of the management to meet forthwith with the designated representatives of the Union, and endeavor to agree upon an arbitrator or arbitrators. If within three days no such agreement has been reached, either party may certify the matter to the National War Labor Board which shall thereupon proceed to appoint an arbitrator or arbitrators whose decision shall be final and binding. The expenses of any such arbitration shall be borne one-half by the Union and one-half by the Company.

2.

(b) It is agreed by the parties hereto that no interruption or other stoppage of work will occur until after every effort at settlement has been made through this procedure.

(c) No employee shall be discharged for any cause until full investigation of the case has been made and cleared with the Plant Grievance Committee.

(d) All proposed changes in standards and methods shall be cleared with the Union representatives and employees involved before becoming effective. Such changes shall be given a reasonable trial, the duration of such trial to be agreed upon by the Union and the Company. If, after such trial they have not proven satisfactory any adjustments shall be retroactive to time of complaint. Change of method trials shall not result in any financial loss to employees involved. Change of method shall be defined as any change from present set up and standard on job affected.

## ARTICLE II HOURS AND WAGES

### Section 1

(a) The standard work day shall be eight (8) hours in any calendar day and forty (40) hours in any one week. Hours worked in excess of eight (8) in a calendar day or forty (40) hours in one week shall be paid for at the rate of time and one-half.

(b) Employees ~~employed~~ working on Sunday, Decoration Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Years shall be paid for at the rate of time and one-half.

### Section 2

(a) When employees are temporarily transferred from their regular operation to another operation in case of emergency for convenience of the Company they shall be allowed the rate of pay applicable to the assigned operation, unless this rate is less than their average rate, when they shall be paid their regular hourly earnings. When employees are assigned to another operation or department when not needed in their own operation or department, their pay shall be based on the occupational wage or rate of the operation to which assigned.

(b) Employees reporting for work and who had no reason for believing that work was not available, shall either be given one-half day's work at regular pay or shall receive pay equivalent to one-half day at their waiting time rate (a day shall be considered a maximum of eight hours), excepting in cases of major mechanical breakdown affecting a department, or in case of stoppage of work by other employees, or Government restrictions, or for causes beyond the Company's control.

(c) Wherever practical, employees shall be given five (5) consecutive days' work. This shall especially apply to engineers, firemen, watchmen, heat control men and others whose regular duties are necessary seven days per week.

(d) All regular and overtime work shall be equally divided as nearly as possible among the operators able to perform the work required.

(e) Any employee who is required to do other work while on waiting time shall be paid the regular rate of the operation to which they are assigned.

Section 3 - MINIMUM GUARANTEES

The hiring rates will be for males 60¢ per hour, females 50¢ per hour. These base rates will be guaranteed for a period of one calendar month, after which a minimum guarantee of 80% of the occupational wage will be effective. In either case, operators will be paid earned efficiency if greater than the above guarantees.

Section 4 - WAITING TIME

Waiting time will be paid new operators for the period of one calendar month at 60¢ per hour for males, 50¢ per hour for females, and regular operators who have been employed over the one month period will be paid at 80% of the occupational wage. Waiting time shall be paid for after six minutes duration, and shall cover regular time in waiting, machine breakdown, or any other conditions which cause a stoppage of work for a period of over six minutes. This will not apply in case of major breakdown or stoppage of work because of conditions beyond our control.

Section 5 - PRODUCTION CHANGES

On all transfers due to production changes the operators with seniority will be guaranteed an efficiency equal to an average efficiency of the past four week period less five points, not less than 90% and not more than 100%. On all transfers due to production changes, the operators without seniority will be paid earned efficiency with a guarantee of 80% of the occupational wage. In computing the average efficiency for the four-week period waiting time will not be included. The average efficiency on which payment is made will exist for a period of four weeks, after which a new average efficiency will be figured.

Section 6 - OFF - WAGE

Off wage work shall be paid at the guaranteed rates not less than 90% and not more than 100%.

Section 7 - EXPERIMENTAL

Experimental work shall be paid at average efficiency.

Section 8 - SAMPLES

Samples scheduled as regular production will be paid at earned efficiency. If special time and attention are required, average efficiency will be paid.

ARTICLE III SENIORITYSection 1

(a) The seniority of each employee shall be the total service record, after six (6) months of continuous service, but such service record shall be broken by discharge for cause, voluntary separation from the Company, or failure to report for work within seventy-two (72) hours after proper notification.

(b) All employees having continuous service of six (6) months or more, shall be entered on the Seniority List.

(c) If layoffs become necessary, seniority shall be strictly followed except on operations where special experience and ability are essential to the job. This will at times require certain exceptions to strict seniority so that such experience and ability may be used, and it is agreed for this purpose that exceptions may be made but shall not be made effective until after clearance between the Union and the Company.

(d) Employees who have been laid off in the past, and who, as a result of such layoff, lost their seniority, shall upon being rehired, regain their former seniority excluding time of layoff.

(e) In case of layoff, notice of one calendar week is to be given wherever possible. Where this cannot be done, three days notice is to be the minimum. General Division notices of layoffs will be posted at earliest possible date.

(f) Employees on the seniority list who are laid off shall have their seniority protected until rehired. No one shall be hired by the Company until such laid off employees have had the opportunity to return to work. Exceptions shall be negotiated between the Company and Union before becoming effective. This shall include employees with less than six months service.

(g) It is agreed that before any employee with seniority is laid off, the department shall be scheduled as near as possible to a 32 hour week for a period of four (4) work weeks, after which, as near as possible, a forty (40) hour week will be resumed. Further layoffs shall be negotiated between the Company and the Union. The exception to this shall be on government orders requiring time limit of delivery, in which case layoffs shall be made immediately, if necessary.

(h) In any department where more than one shift is required, employees with the most seniority shall have shift preference in accordance with their ability to do their job on shift preferred.

(i) Items such as changes of employment involving hiring, laying off, or transferring will be cleared with the Union and the Chief Steward of the department concerned before being made effective.

#### ARTICLE IV LEAVES OF ABSENCE

(a) Any employee on leave of absence to carry on Union duties with the United Rubber Workers of America shall retain his seniority and his right to his job for the duration of such leave of absence.

(b) Any employee on leave of absence due to sickness or other disability, shall upon recovering be placed on his former job depending on his ability to perform the work. This shall not apply in case of layoff.

(c) Employees having from one month to six months of service shall be eligible for one sick leave of six months only, such time taken for leave of absence shall be deducted from their service record to become eligible for the seniority rating.

(d) For the duration of the present emergency, employees who voluntarily enter or are conscripted into military service or if conscripted into war defence will not lose seniority and shall have the right to work according to their seniority providing they make application within forty (40) days after honorable discharge and are physically capable of discharging their work in a proper manner.

(e) The following is an interpretation of the six-point policy statement of the Office of Production Management of September 17, 1941, as it applies to the rubber industry, which the Office of Production Management will expect industry and labor to follow in handling the displacement of workers in the rubber industry:

#### 1. Protection of Seniority Rights.

Where an employee working on non-defense production is laid off and obtains defense employment with another company, and that fact is certified to his former employer, he will not have to report back for non-defense production work in order to protect his seniority so long as he retains the defense employment to which he was certified. If he shifts from one defense employment to another, there must be re-certification as to his new defense employment. Employers involved in the application of this policy will work out arrangements which will result in the maximum possible acceleration of the defense program.

- A. It shall be the responsibility of the employer to furnish an employee being laid off full information regarding the procedure which he should follow in protecting his seniority rights, together with a partially filled out form entitled "Certification of Hire for Defense Work."

It is the employee's responsibility to see to it that his original employer, with whom original seniority was acquired, receives from his defense employer the form "Certification of Hire for Defense Work." This certification form shall be completed by his defense employer. Copy of this certification form shall be immediately sent by the defense employer to the local State Employment Office and copy thereof furnished to the worker for his retention.

- B. Employees working in plants on non-defense work who can be spared or loaned; who elect to accept such defense employment; and who are found acceptable and are so certified by the prospective employer, will be released upon agreement with their original employer with full protection of their seniority rights.
- C. Skilled tradesmen partially employed, or employed at occupations other than their trade, unless such occupation is considered to be equally essential to defense, will be released upon their request with full protection of their seniority rights for full time defense work at their trade. In instances in which a collective agreement provides for a reduction of hours before employees are laid off, the schedule of hours so reduced may be regarded as full time employment for the purpose of this provision. The defense employer shall, upon request, notify the original employer that he has offered the worker full time defense work at his trade before the worker's request for release is granted.

Workers securing defense employment with another employer under the terms of this policy will, while employed on defense work, continue to accumulate seniority with the employer with whom their original seniority was acquired, providing proper certification of such employment has been made to their original employer.

#### 2. Transfer of Employees Within Companies.

Transfer of employees from non-defense to defense work in each local bargaining unit shall be in line with agreements regarding the transfer of employees. Employees fully qualified for skilled and semi-skilled jobs on the basis of past experience and training shall be transferred in line with their seniority.

✓ Employees with the greatest seniority working in the plant who have applied and who can qualify within the period normally given to new employees shall be given the opportunity to qualify before new employees are hired to be trained for the job.

If no such employees or an insufficient number of such employees who have made application are available, management will notify the Shop Committee and new, fully qualified applicants may be hired.

### 3. Preferential Hiring of Displaced Workers

When hiring new employees for defense work, preference will be given to persons laid off on account of authorized government curtailment of non-defense production, and where curtailment in their industry is authorized for the near future.

Such employees who are working or who have worked in local industries will be given preference over employees from other localities.

It is understood that in the event that workers are displaced in the rubber industry within a given community as the result of shortage of materials or as a result of the authorized curtailment of production, the Labor Division of the Office of Production Management will endeavor to secure agreement from other companies and industries in the community which can logically absorb such displaced workers to provide defense employment for these displaced workers in accordance with the provisions of this policy.

### 4. Recall of Workers by Original Employer for Defense Work.

In order to retain his seniority, an employee loaned or laid off, whether unemployed or currently employed on defense or non-defense work, must report back for defense employment to the company with which he holds his original seniority for work in the same community, if and when called, on notice of at least one calendar week. Recall of employees to defense work presupposes the management will endeavor to provide full time employment, contingent upon the availability of the essential tools, material and facilities. Skilled tradesmen will be subject to recall only for full time defense employment at their trades or the equivalent.

### 5. Status of Workers in Training for Defense Jobs.

For the purpose of these policies, defense training is to be considered defense employment, provided there is an understanding between the employer and the employee that the employee is being trained for a specific defense job.

### 6. Duration of Above Provisions.

The above provisions shall become operative December 10, 1941 and will cover all workers who have seniority rights on that date. The provisions of this policy shall continue in effect throughout the duration of the war.

## ARTICLE V WORKING RULES

### Section 1

(a) No foreman or supervisor will take part in production work assigned to a worker except where absence from work location would cause loss of production.

(b) Employees who have given long and faithful service and who become unable to handle the work at which they have been regularly employed will be given preference on lighter work which they are able to perform when such work is available. However, they shall remain on their job until such work is available.

(c) It is agreed that for the purpose of general conduct, safety practices, etc., the Employee's Information Booklet is to be complied with. The booklet shall also contain the contract between Local #65, United Rubber Workers of America and the Ball-Band Plant.

## Section 2

(a) Bulletin boards will be provided in the plant at a place agreeable to Foreman and Union similar in location to departmental bulletin boards, to cover such matters as Union Meetings and general notices. Material for these boards will be posted by the Chief Steward of the department.

## ARTICLE VI. VACATION WITH PAY

### Section 1

(a) Employees having one (1) year's Seniority and less than five (5) years' Seniority with the Company as of June 1, 1942, as defined in paragraph (c) below, will receive one (1) week's vacation pay at 2% of their earnings for the year ending May 31, 1942.

(b) Employees having five (5) years or more of Seniority with the Company as of June 1, 1942, as defined in paragraph (c) below, will receive two (2) weeks' vacation pay at 4% of their earnings for the year ending May 31, 1942.

(c) For eligibility under paragraph (a), an employee must have accumulated a minimum of one (1) year's Seniority with the Company prior to June 1, 1942, and for eligibility under paragraph (b), an employee must have accumulated a minimum of five (5) years' Seniority with the Company prior to June 1, 1942.

(d) Any employee who voluntarily quits or is discharged before June 1, 1942, is not eligible for vacation pay.

(e) In the event it is necessary to continue uninterrupted production in order to meet scheduled requirements, vacation pay will be paid in lieu of time off, payment to be made at a time mutually satisfactory to the Company and the Union.

### AMENDMENTS

Amendments to this agreement may be proposed by either party, and will be considered in a meeting, at a time and place satisfactory to the parties. Such meeting will be held within fifteen (15) days after notice in writing has been given to the other party, defining the purpose of the amendment, the articles to be considered, and the changes proposed.

In the event that the International Office of the Union and the General Offices of the Company negotiate a general agreement, or if changes are necessary due to state, federal, or local laws; or if the terms of this agreement shall now or later conflict with any established laws; then, the necessary changes will be made so that the agreement as changed will give full consideration to the law of the land.

This agreement shall be in force until May 1, 1943 and shall continue thereafter for yearly periods unless notice of termination is given by either party to the other party, thirty (30) days or more prior to the expiration of any yearly period, provided however, that termination may be effected by either party by a thirty(30) day notice in writing, at any time after the expiration of the first year.

The contract shall include a maintenance of membership clause as follows:

✓ "All employees who, 15 days after the date of the Directive Order of the National War Labor Board in this case, are members of the Union in good standing in accordance with the constitution and by-laws of the Union, and those employees who may thereafter become members shall, as a condition of employment, remain members of the Union in good standing during the life of the agreement.

✓ "The Union shall promptly furnish to the National War Labor Board a notarized list of the members in good standing as of the date fifteen days after the date of the Directive Order. If any employee named on that list asserts that he has withdrawn from membership in the Union, the assertion or dispute shall be adjudicated by an arbiter appointed by the National War Labor Board whose decision shall be final and binding upon the Union and the employee."

LOCAL UNION NO. 65  
UNITED RUBBER WORKERS OF AMERICA

(Signed) George Cummins

(Signed) Edmond Koepke

(Signed) J. W. Now

(Signed) William Washburn

(Signed) Gerald Michels

BALL-BAND PLANT

(Signed) Chas. L. Glaes

(Signed) E. A. Luxenburger

(Signed) W. L. Pepperman

(Signed) Philip Miller

9.

AGREEMENT

AGREEMENT entered into this 14th day of February, 1944, between the Electro-Voice Manufacturing Company, South Bend, Indiana, hereinafter called the "Employer" and Local 927, United Electrical, Radio and Machine Workers of America, hereinafter called the "Union."

The joint purpose of the agreement is to secure peace and efficiency enabling the company and employees to provide, as far as economic conditions permit, security and continuity of employment.

The parties of this agreement recognize that without mutual understanding, harmony and cooperation among employees, and between employees and employer, it is impossible to operate a business with the economy and efficiency indispensable to its very existence. We recognize that it is mutually advantageous to work together to maintain high standards of living, safe, healthful working conditions, and promote economic and efficient operations in order that our service to the buyer will enable the business of the company to prosper and provide steady employment. We agree to operate to the fullest extent in obtaining the aforementioned results.

UNION RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all production and maintenance employees, excluding office help, engineers and supervisory employees, with authority to hire and fire, with respect to rates of pay, wages, hours of employment, and all other conditions of employment. All individual exclusions from the bargaining unit must be mutually agreed upon by the Employer and the Union.

UNION SHOP

Section 2. Only members in good standing of the Union shall be employed by the employer. All new employees hired shall become members of the Union within thirty days after the date of their employment.

Section 3. The Employer, for said employees, shall deduct from the first pay of each month the union dues, initiations, fines and assessments and promptly remit the same to the Financial Secretary of the Union.

HOURS AND OVERTIME

Section 4. The work week shall be forty (40) hours per week, eight (8) hours per day, five (5) days per week from Monday to Friday, inclusive.

Section 5. All work performed in excess of eight (8) hours in any single day, in excess of forty (40) hours in any given week and all work performed on Saturday shall be paid at the rate of time and one-half.

Section 6. Double time shall be paid for all work done on Sundays and the holidays hereinafter listed in Section 9.

Section 7. Overtime work shall be divided as equally as possible, considering seniority and capability, among employees performing similar work.

Section 8. An employee who reports for work at his regular starting time and has not been notified by the Employer not to so report shall be given not less than four (4) hours of work and pay therefor, or not less than four (4) hours pay.

#### HOLIDAYS

Section 9. The holidays recognized as coming under the scope of this agreement shall be as follows:

New Year's Day  
Memorial Day  
July 4th

Labor Day  
Christmas Day  
Thanksgiving Day

Section 10. Employees shall be paid eight (8) hours straight time for holidays not worked, if the employee is entitled to pay for the period within which the holiday falls.

#### SENIORITY

Section 11. In all cases of layoffs and rehiring, seniority and skill shall govern. When it becomes necessary to lay off employees, the junior employee in point of service shall be laid off first, and the senior employee laid off last, except that ability and training to perform work shall be considered. When rehiring takes place, the senior employee shall be called back to work first and the junior employee last, except that ability and training to perform work shall be considered.

Section 12. Before any general reduction in hours takes place, employees with six (6) months' service or less shall be laid off, unless they are the only ones capable of performing the work. Before any further layoffs take place, the work week will be reduced not less than four (4) eight (8) hour days. Any further reduction shall be mutually agreed upon.

Section 13. No new employee shall be hired until employees who have been laid off and who have equal skill or training have been given the opportunity by proper notification to return to work. Employees shall be given five (5) days notice when requested by the Employer to return to work. The Employer shall notify employees to return to work either by telephone, telegram, registered mail or personal notice. Employees shall notify the Employer of any change in address within five (5) days after such change, such notice to be given in writing. The Employer shall be entitled to rely upon the address shown upon its records. Employees shall notify the employer within five (5) days if failure to report for work when notified is caused by illness or accident, provided that such employee reports for work immediately upon recovery.

Section 14. New employees shall be considered on probation for the first thirty (30) days of employment, after which time they shall be placed on the seniority list as of the date of hire.

\* Supplement to Sections 5, 6, and 9, see last page.

#### DISCHARGE OF EMPLOYEES

Section 15. Full power of discharge or discipline lies with the Employer, but it is agreed that his power shall be exercised with justice, and with regard for the reasonable rights of the employees. If the committee from the union, after investigation, feels that an employee has been discharged without just cause, and fails to reach an agreement or adjustment with the representatives of the Employer, the case in question shall be referred to the grievance procedure.

Section 16. At the end of each month the Employer shall provide the Union with a complete list of the names, classifications, and dates of all employees who are union members and who were laid off, hired or re-employed during that month.

#### LEAVE OF ABSENCE

Section 17. At the request of the Union, leaves of absence shall be granted by the Employer to an employee elected to a Union office or as a delegate to any union activity, or any other employees for union activities or union missions. Employees who have been granted such leaves of absence shall be returned upon the completion of the leave to their former position at the rate in effect at the time of their return and without any loss or prejudice to any of their rights and privileges. Leave of absence shall also be granted by the Employer in cases of pregnancy and other good reason, upon request by the Union.

#### MILITARY SERVICE

Section 18. An employee who during the period of national emergency is drafted or is called into active service or who volunteers for active service in the armed forces of the United States or in any of their auxiliary services, or the U. S. Merchant Marine, or the American Red Cross or in any other combat relief service shall accumulate seniority during such period of service and upon termination of such service shall be re-employed in line with his or her seniority, as accumulated during such service, to such employee's former or similar work at the rate in effect at the time of his or her re-employment and without loss or prejudice to any of the rights and privileges formerly enjoyed by such employee in his or her employment, provided such employee reports for work within sixty (60) days of the date of discharge or at a later time if such employee is prevented from reporting sooner through no fault of his or her own.

When such employee applies for re-employment and is found to have been incapacitated to such a degree that it prevents him or her from resuming his or her former or similar work the Employer after consultation and negotiation with the Union shall provide a position in the plant suitable to such employee's capacity, if such position exists.

Employees with six (6) months' service with the Employer shall upon leaving for active service, receive the equivalent of one (1) regular weeks' pay, and all vacation pay to which they are entitled.

# WAGES

**Section 19.** The minimum rate of pay shall not be less than the starting rate in the following classifications for all employees regularly employed:

Packing Department  
Cleaning all castings  
Metal-buffing, Drill  
Press and Tapping

Assembly of all  
Microphones, Heads  
and transformers

Spray Painting,  
Screw Machine  
Lathe, Milling  
Machine, Welding  
and Die Casting.

Starting Wage	.60 per hr.	.57½ per hr.	.67½ per hr.
Two months	.62½ " "	.60 " "	.70 " "
Four "	.65 " "	.62½ " "	.72½ " "
Six "	.67½ " "	.65 " "	.75 " "
Nine "	.70 " "	.67½ " "	.77½ " "
One Year	.72½ " "	.70 " "	.80 " "

Diecasting, vinylite film application (T-45) and voice coil winding shall pay ten cents (10¢) per hour in addition to regular rate. This shall apply to experienced operators only. Supervisors as designated by the company shall be paid up to fifteen cents (15¢) per hour above assembly rates.

Months in minimum wage scale shall be known as calendar months with minimum scale retroactive to date of hire. Any employee laid off during this period shall be rehired at the minimum wage in accordance with his or her seniority based from the date of first hire.

**Section 20.** Wage negotiations shall be left open during the life of this agreement. Either party can negotiate wages by written or verbal notice.

**Section 21.** Classifications and the establishment of new classifications shall be subject to negotiations and agreement by and between the Employer and the Union.

**Section 22.** All employees, male or female, shall receive equal pay for equal work. Women assigned to men's jobs shall receive the rates of pay equal to those received by men on those jobs. Men's jobs shall not be broken down or classified or valued on the basis of men's rates of pay. Women employees shall be given an opportunity to train or otherwise qualify for men's jobs before any new women are hired for such jobs.

**Section 23.** Any employee classified under Section 21 hereof shall be paid 105 % and 110% of his or her regular rate for hours worked on the second and third shifts respectively.

# VACATIONS

**Section 24.** (a) All employees who have been in the employ of the Employer for one (1) year shall receive not less than one (1) weeks vacation with pay. For the purpose of this section pay means one regular work week at the employee's regular rate.

(b) Employees whose services are terminated for any cause whatsoever shall receive with their final pay their accumulated vacation pay.

(c) In establishing the assigned period for vacations, employees with greatest seniority shall be given the first choice.

#### BULLETIN BOARDS

Section 25. The Employer shall permit the Union to use bulletin boards in its plants for the posting of Union notices.

#### PLANT VISITATION BY UNION REPRESENTATIVES

Section 26. The officers or any authorized representative or official of the union shall have admission, by pass from the management, to the shop or factory of the employer, at any time during the working hours, for the purpose of ascertaining whether or not this agreement is being observed by the parties thereto, or for assisting in the adjustment of grievances.

#### REST PERIODS

Section 27. Employees shall be granted two five (5) minute rest periods per shift at times mutually agreed upon by the Employer and the Union.

#### FACTORY RULES

Section 28. The employees agree to observe the factory rules in effect at the time of signing of the agreement and such modifications thereof as shall thereafter be mutually agreed upon by the Union and the Employer.

#### NO DISCRIMINATION

Section 29. There shall be no discrimination against any EMPLOYEE BECAUSE OF RACE, COLOR, CREED, SEX OR POLITICAL BELIEF. All employees shall be free from interference, restraint, or coercion by the Employer, the management or supervision in any activities of their Union. Anti-union activity on the part of an employee or member of supervision shall be cause for dismissal.

#### SUPERVISORS

Section 30. Supervisors and other salaried employees shall not perform work that is the regular scheduled work of hourly rated employee except for the purpose of development, job study, instruction or in emergency. Foremen shall be eligible to perform part time production work until supervisory duties make it impossible. Foremen transferred to production work shall be given seniority credit for time spent as foremen.

#### WORKING CONDITIONS

Section 31. The Employer agrees to establish the best possible working conditions and to comply at all times with the health provisions of the State of Indiana Laws.

#### POSTING OF AGREEMENT

**Section 32.** The Employer shall keep full copies of this agreement posted in conspicuous places accessible to all employees. Copies of this agreement shall be placed in the hands of supervisors, foremen, the personnel and timekeeping departments, with instructions to cooperate and comply with its terms.

#### GRIEVANCES

**Section 33.** All differences, disputes and grievances that may arise between the Union and the Employer shall be taken up as follows:

(a) Between the aggrieved employee and the department steward on one hand and the department foreman on the other. If no satisfactory settlement is reached between them within twenty-four (24) hours, the matter shall be referred to:

(b) The Shop Committee and the plant superintendent. If no satisfactory settlement is reached between them within twenty-four (24) hours, the matter shall be referred to:

(c) The Union representatives and the Shop Committee on the one hand and the Employer's representatives on the other. If no satisfactory settlement is arrived at then the difference, dispute, or grievance shall be submitted to arbitration within forty-eight (48) hours, as hereinafter provided.

**Section 34.** Answers to all grievances shall be in writing and submitted to the Union within the time limits hereinabove set forth.

#### ARBITRATION

**Section 35.** All differences, disputes, and grievances between the parties that shall not have been satisfactorily settled after following the procedure hereinabove set forth shall, at the request of either party, be promptly submitted to arbitration. The Board of Arbitration shall consist of one member selected by the Union and one member selected by the Employer and a third impartial person selected by the two. If no agreement can be reached on the third arbitrator within forty-eight (48) hours after submission, a third arbitrator shall be selected by the U. S. Department of Labor.

Any difference, dispute, or grievance, referred to the Board of Arbitration shall be acted upon within five (5) days after submission to the Board. A decision of any two members of the Board shall constitute the decision of the Board and shall be binding on the Employer and the Union. A decision of the Board shall be complied with within two (2) days after the decision is rendered.

DURATION OF AGREEMENT

Section 56. This agreement shall remain in effect for a period of eighteen (18) months from the date hereof and shall thereafter be continued for a similar period unless notice of termination in writing via registered mail is given by either party at least thirty (30) days before the next annual expiration date of this agreement. Upon receipt of such notice a conference shall be arranged for within ten (10) days.

ELECTRO-VOICE MANUFACTURING COMPANY

By A. H. Kahn  
President

LOCAL 927, UNITED ELECTRICAL, RADIO &  
MACHINE WORKERS OF AMERICA

By Daryl Quimby  
Jeanne Koperski  
Alice Travis  
Gertrude Lingren  
Sarah Martin

FOR INTERNATIONAL UNION

By Fred Gardner

HOLIDAYS

Sections 5, 6, and 9. The parties agree to conform with the provisions of the President's Executive Order No. 9240, issued September 9, 1942, and with any official amendments or modifications of that order, and agree that the provisions shall be in force and effect until the date of termination of the President's Executive Order.

AGREEMENT

This Agreement entered into this 15 day of June 1943, by and between the AMERICAN LEATHER PRODUCTS CORPORATION, hereinafter referred to as the Company, and the International Union, United Automobile Aircraft, Agricultural Implement Workers of America (UAW-CIO), affiliated with the Congress of Industrial Organizations, Local 226, hereinafter referred to as the Union.

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ARTICLE I - RECOGNITION

SECTION 1. The Company hereby recognizes Local 226, International Union, United Automobile, Aircraft, Agricultural Implement Workers of America, affiliated with the C.I.O., as the exclusive bargaining agency for all the company's employees, except superintendents, foremen, confidential clerks and office employees, full time plant protection employees and men empowered to hire or discharge, for the purpose of collective bargaining with respect to all dismissals and discriminations and for the purpose of adjusting any grievances or complaints which may exist now or may arise in the future.

SECTION 2. The Company agrees not to bargain collectively with any other organization or group in respect to rates of pay, wages, hours, dismissals and other conditions of employment during the life of this agreement.

SECTION 3. The Company agrees that the employees covered by this agreement will not be required to use tools, dies, jigs, fixtures, supplies, parts or raw materials or such other equipment essential to the efficient operation of the plant produced under strike conditions. The Company further agrees that they will not discriminate against the union label.

ARTICLE II - REPRESENTATION

SECTION 1. The employees shall be represented by a shop steward for the purpose of settling any disputes that may arise. The employees shall also be represented by an executive shop committee including a Chairman and a Secretary, elected in any manner determined by the members of the Union, not on the Company time or property. The Company will negotiate all grievances (that cannot be settled between a shop steward and a foreman) with the executive shop committee. The executive shop committee shall be composed of four (4) members including the Chairman and the Secretary and elected by the membership.

SECTION 2. The shop steward and members of the executive shop committee shall all have been employees of the Company for one year.

SECTION 3. The management will notify the committee twenty-four (24) hours in advance of any mass layoff involving as many as ten (10) employees, unless conditions are beyond the control of the management, in which instance they will give the executive shop committee all possible notice. The management will notify the shop steward as far in advance as possible before any individual is laid off.

SECTION 4. No employee shall be penalized, suspended or discharged until the executive shop committee has been called into negotiations on the issue. The shop steward will be notified immediately of any reprimand given an employee by the supervision.

SECTION 5. Should any differences arise between the Company and employee or employees of the Company as to the meaning or application of any of the provisions of this agreement, or should any local trouble of any kind arise in the plant, there shall be no suspension of work on account of such differences until the grievance procedure provided herein has been exhausted in an honest effort to settle such differences. All grievances shall be submitted and answered in writing. The grievance procedure shall be as follows:

(a) Between the shop steward and the plant superintendent.

(b) Between the shop steward and a member or members of the executive shop committee and the general manager of the plant.

(c) Between the representatives of the executives of the Company and the executive shop committee and representatives of the International Union or local union. The company agrees to give their final decision on any appealed grievances by the executive shop committee within a period of seven (7) days.

(d) Should the grievance procedure herein set forth fail to bring about a satisfactory settlement of any differences that might arise, the Union will not be considered as having violated any provisions of this agreement by resorting to strike action upon authorization by the International Union, United Automobile Workers, CIO.

ARTICLE III - SENIORITY

SECTION 1. Plant seniority will be observed and the same will be determined by the date of hiring for the employee or employees involved.

SECTION 2. Employees called for work shall report at the time specified in the notice but shall not lose their seniority standing if sufficient reason is given within three working days for not so reporting. Immediate notice will be given the Chairman of the executive shop committee of any employee failing to report within the specified period of time. Evidence of notice shall be conclusive when given by registered mail (return receipt requested) addressed to the employee's residence last shown on the Employment Department record.

SECTION 3. The seniority list will be made up and kept up to date and will be made available at all reasonable times to the executive shop committee and the shop steward. A seniority card will be furnished each employee by the Company, showing the date of hiring for said employee.

SECTION 4. During layoffs and rehirsals, strict seniority shall be observed except as otherwise provided in this agreement.

SECTION 5. Upon application, reasonable leaves of absence will be granted for good cause without loss or change of seniority standing. Any employee elected or appointed to a representative position in any union affiliated with the C.I.O. shall retain his or her seniority standing for a period of time not to exceed one year but may be renewed from time to time.

SECTION 6. No member of the executive shop committee shall be made a foreman during his or her term of office.

SECTION 7. Employees will not lose seniority rights when they remain off from work on account of sickness or injury, provided the Company is notified within three working days of such sickness or injury. Employees shall notify the Company in case of change of their address.

SECTION 8. All members of the executive shop committee, the Chairman and Secretary, and shop steward shall head the seniority list during their term of office but shall be returned to their original seniority standing upon termination of their service on said committee or as steward.

SECTION 9. All employees shall be considered as on probation for a period of sixty days after their date of hiring and there shall be no responsibility for reemployment of probationary employees if they are laid off or discharged during this period.

SECTION 10. All employees with sixty day accumulated service with the Company will be placed on the seniority list in order of their date of hiring.

SECTION 11. When it becomes necessary to reduce the working force, layoffs shall be made according to strict seniority (male and female employees separately), as follows:

- (1) All probationary employees are to be laid off first.
- (2) All employees of one year or less to be laid off next.
- (3) Employees of one year to two years service shall then be laid off.
- (4) Hours will be reduced gradually to four (4), eight (8) hour days or thirty-two (32) hours per week. Should further reductions become necessary, four eight-hour days and the thirty-two hour week will be maintained and the necessary additional reductions shall be made by layoffs.

SECTION 12. Employees may be retained or recalled without strict observance of seniority for starting or maintaining the proper flow of production, preparing plant, tools, or equipment, upon mutual agreement between the executive shop committee and the management that no employee with more seniority is qualified to do the work.

SECTION 13. All transfers of employees subject to the provisions of this agreement to jobs of a higher rate of pay or involving a higher standard of working conditions shall be made by mutual agreement between the executive shop committee and the management and shall be based upon seniority and the ability of the employee or employees involved to do the work. The Company further agrees to discuss any vacancy in the staff of supervision with the executive shop committee and give due consideration to the recommendation of the committee for filling the vacancy.

SECTION 14. Male employees shall not be replaced by female employees for the purpose of reducing wage rates, provided the Company has the privilege of using male employees for experimental and the setting up of new jobs.

SECTION 15. The Company will give preference to employees in regard to seniority on the different working shifts.

SECTION 16. In the case of abolition of work due to any changes in the methods of production, or should an employee become unable to do his or her regular job due to health impairment caused by said job, the employee or employees involved shall be transferred to another job of a comparable rate of pay, wherever possible.

SECTION 17. Seniority rights shall be forfeited only if an employee quits on his or her own accord, or is discharged for proper cause, unless otherwise provided in this agreement.

SECTION 18. Employees will be granted leave of absence and seniority will accumulate during such leaves, who volunteer for service in the armed forces of our nation during war involving this country, or who are drafted into service of any nature by the United States Government provided they are honorably discharged, are physically capable of working and report for work to the Employment Office of the Company within ninety (90) days after their discharge. It is understood that the Company shall have a period of thirty (30) days from the date the employee reports for work in which to effect reinstatement. In the event that any such employee is honorably discharged and reports for work within ninety (90) days after his discharge, but is physically unable to work at the time of reporting for work, he shall have the right to apply for an additional leave of absence for not to exceed two years, provided said employee shall continue to remain physically unable to work during such leave. Physical ability to work, when the question is controversial, shall be subject to Section 10, Sub-section C, D and E of Article IV of this agreement.

#### ARTICLE VI - GENERAL WORKING CONDITIONS

SECTION 1. Any employee reporting for work and then sent home or refused work shall receive not less than two hours pay at his or her regular hourly rate, unless said employee was notified not to report. Waiting time, due to lack of materials or breakdown, is to be paid for at the minimum hourly rate.

SECTION 2. Employees who find it impossible to report for their regular shift are required to so notify either the Superintendent or the Plant Office in advance. The penalty for violation shall be as mutually agreed upon between the management and the shop committee.

SECTION 3. No shut-down or curtailment of production because of reduction in volume, lack of sales, shortage of material or similar cause, shall be deemed a lockout, within the meaning of this agreement.

SECTION 4. The executive shop committee shall be notified of all layoffs and of the intention to hire additional employees when the seniority list is exhausted.

SECTION 5. Senior employees shall have preference on new jobs and all jobs where an opening exists. This does not mean that senior employees shall have the right to bump arbitrarily junior employees off of jobs just because they are senior employees. However, no new employee or junior employee shall be favored above senior employees on piece work jobs.

SECTION 6. Employees transferred from one job to another shall receive the wage rate the job pays, provided however, that it will not be compulsory for any worker to accept the job offered and his non-acceptance will not be considered a violation of this agreement.

SECTION 7. There shall be a five minute rest period twice a day, one in the morning and one in the afternoon.

SECTION 8. In the event any employee is discharged by the Company and he believes he has been unjustly dealt with, such alleged injustice shall constitute a case arising under the method of adjusting grievances herein provided. In the event it is decided under the rules of this agreement that an injustice has been dealt the employee, such employee in the case of the injustice proven, shall receive full pay by the Company for time lost. All such cases of discharge shall be taken up and disposed of within five days from the date of discharge.

SECTION 9. There shall be no production work performed by any foreman, confidential clerk or any other salaried employee of the Company on any job of an employee represented by the Union.

SECTION 10. (a) Unlicensed medical personnel shall be under the direct supervision of a licensed attending physician.

(b) First aid men shall not remove foreign bodies from eyes, give medication, or prescribe treatment.

(c) Any employee shall have the right to take the copy of any report or statement, which the Company or insurance carrier wishes him or her to sign, out of the plant for advice before signature. No statement will be taken from an employee without a witness of his own choice.

(d) Employees shall receive reports of examinations and laboratory tests made by a Company physician or insurance carrier physician upon request.

(e) No employee shall be denied the right to his or her job for reason of ill health or injury if family physician of said employee says he or she is able to work. In

case of dispute between the Company physician and the employee's physician, the case shall be decided by a neutral physician agreeable to both parties.

(f) The Company agrees to take all necessary precautions and provide safeguards, medical, mechanical or otherwise as will protect the employees from occupational diseases.

(g) The Company further agrees to assume full responsibility for any of its employees who may become affected by diseases connected with their employment insofar as medical care, hospitalization and compensation are concerned, as may be required by the laws of Indiana.

SECTION 11. When and as approved by the plant manager, the Company grants to the Union the privilege of using the department Bulletin Boards for posting Union business and will post such bulletins for the Union.

#### ARTICLE V - VACATIONS

SECTION 1. All employees with one year or more service with the Company shall receive a vacation with pay provided they have worked nine (9) months out of the year between the dates of June 1st, 1943 and June 1st, 1944.

SECTION 2. Vacations shall be granted on the following basis: Any employee who has worked nine months out of the year between the dates specified in Section 1 of Article V, shall receive thirty hours pay at the regular earned rate for his or her job. Employees who have worked ten months out of the year will receive thirty-four (34) hours pay at the regular earned rate for their job. Employees working eleven (11) months or over out of the year will receive forty (40) hours pay at the regular earned rate for their job. Vacation pay shall be determined by the employee's average hourly earned rate for the three months prior to June 1.

SECTION 3. Vacations as far as possible will be granted during the months of June. Vacations granted other than during the month of June will be upon mutual agreement between the executive shop committee and the management.

#### ARTICLE VI - HOURS

SECTION 1. The regular work week shall consist of forty hours and shall be based on five eight-hour days from Monday to Friday inclusive. Time and one-half shall be paid for over eight hours in any one day or forty hours in any regular work week. Time and one-half shall be paid for all work performed on Saturday. Time and one-half shall be paid to non-productive employees for work performed other than during their regular established eight hour working shift. Any change or alteration in the working schedule of these employees shall be made by mutual agreement between the executive shop committee and the management.

SECTION 2. Double time shall be paid for work performed on Sundays and holidays. The following days shall be considered holidays; Sundays, Labor Day, Decoration Day, July 4th, Thanksgiving Day, Christmas Day and New Year's Day.

SECTION 3. There will be no work performed on election days officially recognized by the State of Indiana unless by mutual agreement between the Company and the executive shop committee.

#### ARTICLE VII - WAGES

SECTION 1. There shall be established a hiring rate of 40 cents per hour for women for the first 60 days of their employment. There shall be established a hiring rate of 50 cents per hour for men for the first 60 days of their employment. After this 60 day probationary period the minimum rate for women shall automatically be increased to 50 cents per hour for Singer Machine Operators and 45 cents per hour for Bench Workers and Inspectors, which shall be the minimum rate. On the same basis, after 60 days the minimum rate for men shall automatically be increased to 55 cents per hour. Male helpers shall be excluded from the above provisions except that the minimum rate for such employees shall be 55 cents per hour.

SECTION 2. The rates on the all piece work jobs shall be 47½ cents, 45 cents, 40 cents, and 32½ cents per hour, as outlined in the wage scale. It is agreed that all production jobs shall be timed and a piece work price set within three (3) working days after each operation is started. The basis on which piece work rates are established shall be 25% above base.

#### WAGE SCALE

Hiring Rate - Women 40¢ for 60 day probationary period  
Men 50¢ for 60 days probationary period

#### MINIMUM WAGES - After 60 days

Women - Singer Machine Operators 50¢ per hour  
" Bench Workers and Inspectors 45¢ per hour

MINIMUM WAGES - After 60 days (cont'd.)

Men - Machine and Bench Workers	68¢ per hour
Male Helpers	55¢ per hour
Camel Operator	80-1/2¢ per hour (flat rate)
Sample Maker	74-3/4¢ per hour (flat rate)
Randall & Singer Operators	69¢ per hour (flat rate)
Machine Service Man	90¢ per hour (flat rate)

<u>PIECE WORK</u>	Base Rate	Rate During Piece-	
		rate Timing Period	Rate (Not exceeding 3 days)
Women - Singer Machine Operators on all-leather	47 1/2¢	50¢	
" Singer Machine Operators others	45¢	50¢	
" Other female	40¢	45¢	
Men -	62 1/2¢	68¢	

Piece rates to be set to permit earnings of 25% above base by the average worker.

SECTION 3. On short run jobs, defined as orders wherein one of the operations on the job requires not more than eight (8) hours, operators shall be paid their average rate as earned during the preceding calendar week.

SECTION 4. Piece work operators transferred to an instructor's job and Employees doing emergency repair work on machines, shall be paid their average rate earned during the preceding calendar week.

SECTION 5. No piece work rates shall be out after being agreed upon except by mutual consent.

SECTION 6. The herein wage scale shall be effective as of September 1, 1942.

ARTICLE VIII - DURATION OF AGREEMENT

SECTION 1. This agreement shall become of full force and effect upon the day of signing and shall continue in full force until August 31, 1944 and, except as herein-after provided, shall continue in full force and shall be considered as being renewed from year to year in its entirety for a period of one year on each renewal, unless notification is given by either party of their desire to modify or amend or terminate said agreement before date of expiration, in such case both parties agree to start negotiations within fifteen (15) days after such notice is given.

SECTION 2. It is mutually agreed that the agreement may be re-opened for reconsideration of wage rates if and when as verified by reports of Federal, State or other recognized authorities the cost of living in the Indianapolis area rises above today's living cost in an amount to justify and for other amendment or other modification should conditions now unforeseen warrant such action.

CONCLUSION

Nothing herein shall be construed either as superseding, or as in effect if in conflict with the provisions of any and all Executive Orders and the official interpretation of such orders, valid during the life of this agreement.

Nothing herein shall permit the Union or any of its members to assume that they have any authority to officiate in a managerial or supervisory capacity. Any member who violates the terms of this agreement shall be subject to disciplinary measures by the Union. If the Company violates any terms of this agreement it shall be considered a gesture of bad faith on the part of the Company and subject to immediate correction through the established bargaining procedure.

LOCAL 226, INTERNATIONAL UNION  
UNITED AUTOMOBILE AIRCRAFT,  
AGRICULTURAL IMPLEMENT WORKERS  
OF AMERICA (UAW-CIO)

AMERICAN LEATHER PRODUCTS CORPORATION

*Mc Nott*

*Attach & schedule for  
Local 226 - U.A.W.A - CIO  
Chevrolet Unit*

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CHEVROLET COMMERCIAL BODY  
DIVISION OF GENERAL MOTORS CORP.  
INDIANAPOLIS, INDIANA

SUPPLEMENT #1 TO LOCAL WAGE AGREEMENT

This Agreement entered into this 20th day of December, 1943 between Chevrolet Commercial Body Division of General Motors Corporation, Indianapolis Indiana and Local #226 of the U.A.W.A. covers wage rates and job classifications on which all women represented by Local #226, U.A.W.A. are working.

The Union hereby agrees to and accepts this Agreement as being in full and complete compliance on the part of Chevrolet-Commercial Body Division with the requirements of Par. #109-C of the National Agreement between General Motors Corporation and the International Union dated October 19, 1942.

Union and Management agrees to the Classifications and rates as follows:

RATES FOR DEPARTMENT 53 - AIRCRAFT STAMPING DIVISION

Productive Light - Commercial Body Productive Rate	.96
Hand Burring, Chamfer and Snag Grind	Paint Conveyor Attendant
Riveters	Paint - Touch-up
Assemblers	Wrapping
Buffing	Packing
Drilling - Light	

RATES FOR DEPARTMENT 65 - AIRCRAFT MACHINING DIVISION

Productive Light - Commercial Body Productive Rate	.96
Lapping	Grinding
Drilling	Offbearing
Burring	Welding
Sawing	Brazing
Wrapping	Milling
Packing	Miscellaneous

RATES FOR DEPARTMENT 14 - SHIPPING

Wrapping	.96
Packing	
Checking- Light	

RATES FOR DEPARTMENT 59 - SEWING

Sewing Maching Operator	.96
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This Agreement is subject to ratification of Local Union #226, U.A.W. - C.I.O. Indianapolis, Indiana and approval of the Corporation, International Union, and the National War Labor Board.

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AGREEMENT BETWEEN  
NOBLITT-SPARKS INDUSTRIES, INC.

AND

LOCAL #97, U.A.W. - C.I.O.

Seymour, Indiana, March 27, 1944

AGREEMENT BETWEEN  
NOBLITT-SPARKS INDUSTRIES, INC.  
AND  
LOCAL UNION #97, U.A.W.- C.I.O.

P R E A M B L E

The National Labor Relations Board, by decision and certification of representations, Dated May 4, 1942, having found that the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America received a majority of the valid ballots cast in the consent election, held on April 27, 1942, at the Seymour, Indiana, plant of Noblitt-Sparks Industries, Inc., and is therefore entitled to be recognized as the exclusive bargaining agency for all the employees covered by this agreement in the appropriate unite described below; and

Noblitt-Sparks Industries, Inc., hereinafter called the Company, having negotiated with International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, Local No. 97, affiliated with the Congress of Industrial Organization, hereinafter referred to as the Union;

Now, therefore, as a result of such negotiations it is agreed by and between said parties as follows:

RECOGNITION

ARTICLE I

Section 1. The Company agrees to recognize Local Union #97, United Automobile, Aircraft and Agricultural Implement Workers of America, Affiliated with the C. I. O., as the exclusive bargaining agency of all the Company's employees in its Seymour, Indiana plants except supervisory and clerical employees, for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment, and for the prupose of adjusting grievances and complaints.

Section II. Neither the Company nor any of its agents will exercise discrimination, interference, restraint or coercion against any member or representative of the Union because of such membership or representation; and neither the Union nor any of its representatives will coerce employees into membership or in anywise threaten, intimidate or otherwise molest any of the employees; further, there shall be no solicitation of employees for union membership or dues on Company time.

REPRESENTATION

ARTICLE II

Section 1. The employees in the unit for which the Union

is the exclusive bargaining agency shall be represented by a Bargaining Committee of four (4) regular employees having seniority and working in the plants, such Bargaining committee to be established in such manner as the Union shall determine. The Union hereby agrees to furnish the Company in writing, with the names of the members of such committee. The Company agrees that the manager of its plants at Seymour, Indiana, together with not more than three (3) additional representatives of the Company, will meet such Bargaining Committee of the Union, together with the President of Local #97, whenever necessary; provided, however, that such meetings shall not be held oftener than once each week except in cases of emergency. Such meetings shall be held upon the request of either the Company or the Union within twenty-four (24) hours after receipt of written notice from the Union to the Company, or from the Company to the Union, as the case may be, unless such notice is received upon Friday, Saturday, Sunday, or a day preceding a holiday during which the Company's plants are not in operation, in which event the meeting will be held on the next regular working day. An agenda containing the matter or matters to be taken up shall accompany the notices of such meetings.

Section 2. In each district of the plants (it being agreed that there shall not be more than four (4) districts in the plants) employees shall be represented, for the purpose of handling grievances, by one Chief Steward who shall be a regular employee having seniority and working in the district. In any district in which operations are conducted during more than one shift, employees in the district on each shift other than the day shift may choose an Assistant to the Chief Steward. The plant management and the Union may redistrict the plants from time to time by mutual agreement.

Section 3. District Stewards and members of the Bargaining Committee shall be permitted to leave their work after reporting to their respective foremen for the purposes of adjusting grievances in accordance with the grievance procedure, and to attend the meetings of the Bargaining Committee provided for in the preceding Section.

#### MANAGEMENT

#### ARTICLE III

Section 1. The right to hire, reduce or increase the working force, promote, discharge or discipline employees for cause, and to maintain discipline and efficiency of employees, is the sole responsibility of the Company except that Union members shall not be discriminated against as such. Any employee who feels aggrieved by any Company action in this respect has recourse through the grievance procedure set forth in this agreement for the adjustment of the grievance. It is recognized that the type of products to be manufactured, the location of plants the schedules of production, the methods, pro-

cesses and means of manufacturing, etc., are management prerogatives.

Section 2. The Union recognizes the right of the Company to make and enforce reasonable rules and regulations, and that violation thereof shall be just cause for discipline or discharge of employees. A copy of the rules and regulations now in effect will be prepared by the Company as promptly as possible and when so prepared will be marked Exhibit "A", and attached to this agreement as part thereof. The Company may make additional reasonable rules and regulations hereafter by posting copies thereof upon the bulletin boards maintained in the Company's plants. Claims of unjust or discriminatory discharges shall be subject to the grievance procedure provided in this agreement.

Section 3. This agreement shall not limit or impair the right of the Company to require physical and mental examinations of its employees at such times as it may determine; or to require as a condition of employment the taking and passing of vocational or other aptitude tests and examinations.

#### SENIORITY

##### ARTICLE IV

Section 1. Plant-wide seniority shall be observed and determined by the hiring date of each employee except as otherwise in this contract provided.

Section 2. Seniority rules shall apply to lay-offs, recalls, transfers and promotions to higher hourly rated jobs except that transfers shall not apply to production welders and to employees in the following classifications of work which shall be considered as skilled trades: Toolmakers and maintenance and millwright employees including carpenters, electricians, machine repairmen, millwrights and maintenance welders. Production welders and employees in the skilled trades above mentioned shall be governed by occupational seniority.

The above seniority rules shall not apply to transfers or promotions to clerical or supervisory jobs.

A skilled tradesman is defined as one having served a four-year apprenticeship, or its equivalent, in any of the popularly recognized and accepted skilled trades, such as those set out above. Seniority as to apprentices shall be governed according to the time spent as such, but shall not affect their seniority on a plant basis.

Section 3. In all other classifications of work employees shall be given work opportunities on other jobs available work according to their seniority. Such employees shall be required

to perform the normal standard rate of production within a period of three days to qualify for such work.

Section 4. Whenever a dispute arises concerning the qualification and ability of an employee to do a job, it will finally be determined by the management and bargaining committee. However, it must go through the regular grievance procedure.

Section 5. When an employee is transferred temporarily from his regular job to a higher paid operation, he shall receive the rate of pay for that job. When an employee is transferred temporarily to a lower paid job as a convenience to management, his rate of pay shall not be reduced. Temporary transfers under this section shall be for not to exceed six (6) working days.

Section (6). In cases of emergency beyond the control of the Company, lay-offs may be made by departmental seniority for a period of not to exceed five (5) working days. At the end of the five-day temporary lay-off, the employee shall be returned to work on his plant-wide seniority.

Section (7) Within thirty (30) days after the signing of this agreement the Company shall post, in its plants, a complete seniority list of all employees with their addresses as furnished by the employees, who are entitled to seniority ranking under the terms of this agreement. Corrections or additions to the seniority list be made every ninety (90) days. Employees or their representatives shall have thirty (30) days after the seniority list is posted to file exceptions to the list and shall likewise have thirty (30) days after any corrections or additions are made to file exceptions thereto. If no exceptions to the original list to be posted in accordance with the provisions of this Section are filed within thirty (30) days after it has been posted, it will be considered a correct list; and likewise, whenever corrections or additions are made and no exceptions are filed within thirty (30) days after they have been made, they shall be considered as correct.

In the event that the last date upon which two or more employees entered the service of the Company is the same day, the names of said employees shall appear on the seniority list in the order of their actual employment by the Company.

Section 8. New employees shall be considered as probationary employees for the first twenty-six (26) weeks of their employment. The twenty-six (26) weeks probationary period shall be accumulative over two (2) consecutive years. When an employee finishes the probationary period by accumulating not less than twenty-six (26) weeks of employment within not more than (2) consecutive years, he shall become a regular employee and his seniority shall date from twenty-six (26) weeks prior to the day he completes his probationary period.

In construing this section an employee shall be considered as having worked twenty-six (26) weeks if he receives pay for work performed for the company during twenty-six (26) different regular work weeks.

Section 9. Seniority shall be lost for the following reasons:

- (a) If the employee quits.
- (b) If the employee is discharged and the discharge is not reversed through the grievance procedure.
- (c) If the employee is absent without leave for three (3) days without informing the Company or without a satisfactory explanation.
- (d) If the employee fails to report for work within five (5) days after being notified to report.

Section 10. When an employee's absence from work is due solely to disability resulting from sickness or injury, evidenced by the certificate of a reputable Doctor of Medicine, and when such absence does not exceed one year (1) said employee shall not lose his seniority ranking, provided that his illness or injury has not incapacitated him from performing his duties; and if such employee is incapable of performing the work previously performed by him, the Company will endeavor to find work suitable to his condition, but in such event seniority shall not govern.

Section 11. If an employee who is not a supervisory or clerical employee is promoted or changed to a supervisory or clerical position and is later demoted or changed back to his previous status, his seniority shall be established at the same ranking which he had at the time of his promotion or change to a supervisory or clerical position, it being agreed that such employee shall accumulate seniority during the time he occupies his supervisory or clerical position.

Section 12. The Company may grant leave of absence without pay to any employee for reasons considered sufficient by the company, upon application in writing, for a period of not to exceed ninety (90) days, and the employee receiving such leave of absence and returning within the period of leave granted shall not lose his seniority ranking by reason of such leave; but his failure to return within such period shall result in the loss of his seniority ranking.

Section 13. Any member of the Union in the employ of the Company who is selected as a delegate to any Union Meeting or Convention shall be given leave of absence without pay upon written application therefor, not exceeding two (2) weeks during and calendar year during which this agreement is in effect,

and such member shall not, thereby, lose his employment status for seniority rating; but not more than two (2) members of the Union shall be absent from the plant at the same time for such purpose; provided, in case the same individual is chosen as delegate to both State and International Conventions of the Union within any one calendar year, he shall be given the necessary leave of absence to enable him to attend such conventions, but not to exceed three (3) weeks in all in any one year.

Section 14. When there is a decrease in force, the following procedure shall be followed:

- (a) Employees having no seniority shall be laid off first.
- (b) The hours of work shall be reduced to 32 hours per week before any one else is laid off.
- (c) Should there be any further decrease in force, employees will be laid off according to seniority in order to maintain the 32 hour week.
- (d) The order of lay-off and rehiring shall be governed by, first, seniority of employment, and second, ability. Should there be any dispute involving the application of this clause, it shall be subject to joint determination through the grievance procedure.
- (e) Layoffs, not to exceed 15 days, due to manufacturing irregularities, may be made without regard to the 32-hour week clauses as set forth in this section.

Section 15. When there is an increase in force after a lay-off, the following procedure shall be followed:

- (a) All employees having seniority ranking will be returned to work according to seniority before the hours of work are increased above 32 hours per week.
- (b) The hours may be indreased to 40 hours per week.
- (c) Employees having no seniority will not be called back until all employees with seniority capable of doing the work have been called back.

Section 16. Notwithstanding their position on the seniority list, the members of the bargaining committee and the President and Secretary of the Local #97, shall, in the event of layoffs and rehiring, be continued at work at all times when one or more departments or fractions thereof are at work, providing they are capable of doing the work being done at the time.

Section 17. Notwithstanding their position on the seniority list, all Chief Stewards and Assistant Chief Stewards shall, in the event of a layoff, be continued at work at all times as long as there is a job in their respective district which they are able to do any any of their respective constituents are still at work, and shall be recalled to work after the layoff as soon as there is a job in their respective district which they are able to do and one or more of their respective constituents have been recalled to work.

#### GRIEVANCE PROCEDURE

##### ARTICLE V

Section 1. Any employee or employees, having a grievance or grievances, shall present the same, either by himself or themselves, or by or with the Steward of his or their district, to the foreman of the department in which they work.

Section 2. If such grievance is not satisfactorily adjusted with the foreman by the end of the next working day following the day upon which the grievance is presented, the grievance may be presented to the plant manager by the aggrieved employee or employees and/or by the bargaining committee, and in such case the grievance shall be submitted and answered in writing.

Section 3. If satisfactory adjustment of the matter is not achieved by the end of the next working day after presentation thereof to the plant manager (unless a longer period is mutually agreed upon between all parties) the matter shall become the subject of conference between officials designated by the Company at its principal office at Columbus, Indiana, and the aggrieved party or parties and/or the bargaining committee, who may be accompanied by a representative of the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, C. I. O.

Section 4. In the event agreement is not reached within seven (7) days after presentation of the matter to the Company's principal office at Columbus, Indiana, (unless a longer period is mutually agreed upon between the parties) an impartial umpire, mutually agreed upon between the parties thereto, shall be called upon to render a decision.

Section 5. Any grievance not appealed from a decision at one step of this procedure to the next step within five (5) working days of such decision, shall be considered settled on the basis of the last decision and not subject to further appeal.

Section 6. The Company will pay the regular earning, at the regular hourly base rate, not to exceed two hours per week, for the time spent during their regular shift by the Stewards,

and the regular earnings, at the regular hourly base rate, not to exceed four hours per week, for time spent by members of the Bargaining Committee (including the President of Local #97) during their regular shift, in the presentation and adjustment of complaints and grievances: provided that the parties may, by mutual agreement, enlarge in any particular case, the time for which the Company will pay for time spent in the presentation and adjustment of complaints and grievances, by Stewards and members of the bargaining committee.

# WAGES

## ARTICLE VII

Section 1. Realizing the advisability of attempting to classify various types of work performed in the Company's operations, the Company and the Union hereby agree upon the following classifications of work and rates of pay, the same to become effective upon the execution of this agreement, it being understood that such rates of pay are minimum rates and that nothing in this Agreement is intended to prevent the Company from paying rates higher than such minimum rates in individual cases of merit.

### CLASSIFICATIONS OF WORK - MALE

(Minimum Hourly Rates of Pay)

#### CLASS I

TOOLMAKERS:	First 3 mos.	Next 3 Mos.	After 6 Mos.
	Hiring Rate	Working Rate	Full Rate
Journeyman*	.95	1.00	1.05

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	First 6 Mos	Next 6 Mos	Next 6 Mos	Next 6 Mos	Next 6 Mos	Next 6 Mos	Next 6 Mos	Next 6 Mos	After 48 Mos.
Appren- tices	.65	.70	.75	.80	.85	.90	.95	1.00	1.05

#### CLASS II

SKILLED TRADESMEN: (Including Millwrights and Maintenance Men in the following trades: Carpentry, plumbing, maintenance welding, electrical, painting, steamfitting and sheet metal work.)

	First 3 mos.		Next 3 mos.		After 6 mos.
	Hiring Rate		Working Rate		Full Rate
Journeyman**	.70		.75		.80

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	First 6 mos	Next 6 mos	Next 6 mos	Next 6 mos	Next 6 mos	Next 6 mos	Next 6 mos	Next 6 mos	After 48 mos.
Appren- tices	.60	.62.5	.65	.67.5	.70	.72.5	.75	.77.5	.80

### CLASS III

#### PRODUCTION (A)

	First 3 Mos.		Next 3 Mos.		After 6 Mos.
	Hiring Rate		Working Rate		Full Rate
Arc Welding	.60		.65		.70
Jig Loading (where wearing hoods is required by Co.)	.60		.65		.70
Dip Pot Operations	.60		.65		.70
Plating	.60		.65		.70
Spray Painting	.60		.65		.70

### CLASS IV

#### PRODUCTION (B)

Punch Press Operations	.55	.60	.65
Stock Room Clerk	.55	.60	.65
Line Inspection	.55	.60	.65
Machine Welding	.55	.60	.65
Forming Machine Opera- tions	.55	.60	.65
Slitting Machine operations	.55	.60	.65
Tube Sizing Marchine operations	.55	.60	.65
Roll-Cut-Off Operations	.55	.60	.65
Rotary Cut-off Operations	.55	.60	.65
Saw Operations	.55	.60	.65
Assembly Operations	.55	.60	.65

Buffing	.55	.60	.65
Spot Welding	.55	.60	.65
Shearing	.55	.60	.65
Butt Welding	.55	.60	.65
Hand Torch Acet. Welding	.55	.60	.65
Grinder or Wire Brush operations	.55	.60	.65
Projection Welding	.55	.60	.65
Muffler Cap Driving operations	.55	.60	.65
Tube Straightening	.55	.60	.65
Broach Operations	.55	.60	.65
Water Testing	.55	.60	.65
Jig Loading	.55	.60	.65
Drill Press Operations	.55	.60	.65
Production Repairing	.55	.60	.65
Spray Painting Helpers	.55	.60	.65
Dip Pot Operation			
Helpers	.55	.60	.65
Plating Helpers	.55	.60	.65
Other Similar Production Operations			

CLASS V

MISCELLANEOUS AND COMMON LABOR

	First 3 mos.	Next 3 mos.	After 6 mos.
	Hiring Rate	Working Rate	Full Rate
Stock Chasing or Truck- ing Operations	.50	.55	.60
Janitors or Sweepers	.50	.55	.60
Furnace Men	.50	.55	.60
Watchmen and/or Guards	.50	.55	.60
Other Common Labor	.50	.55	.60

- \* A journeyman in Class I shall be an individual who has had not less than four years actual experience in an established tool shop or the equivalent. Tool and die welders regularly employed in the Company's tool room who have had at least four years experience in this type of work or equivalent, have the ability to do the various types of welding and brazing required in the toolroom work and the required knowledge of tool steels, heat treating in toolroom work, and tool and die construction, shall be considered as included in this classification.

\*\* A journeyman in Class II shall be an individual who has had not less than four years actual experience in maintenance or millwright work or in one of the crafts: carpentry, plumbing, electrical, painting, steamfitting, and sheet metal work. There shall also be included in this Class Maintenance welders who are regularly employed in maintenance welding and who have had at least four years experience in this type of work or equivalent, have the ability to do the various types of welding and brazing required in maintenance and millwright work and the ability to perform the welding and brazing required in the repair and reconditioning of machinery of the kind and character used in the Company's plant.

Should any apprentice employee in Class I and II now receive more than the rate called for in the above schedules, his rate shall not be reduced and shall be increased whenever the time served by him calls for an increase when set out in the above schedule.

NOTE: Die setting is now principally done by foremen and maintenance men.

In the event that a production employee is required to set dies, such employee shall, during the time that he is actually so engaged, receive five (5¢) cents per hour in excess of his regular basic hourly rate as a production employee; provided, however, that employees who act as helpers in die setting shall not be entitled to such five (5¢) cents per hour above their regular hourly base rate of pay.

Section 2. In addition to his or her regular hourly base rate of pay an employee covered by this agreement shall be entitled to Seniority Pay in accordance with the methods heretofore practiced and now in effect, as follows:

<u>YEARS</u>	<u>ADDITIONAL PAY</u>
Less than one year	No additional pay
One year	One cent per hour
Two years	Two cents per hour
Three years	Three cents per hour
Four years	Four cents per hour
Five years or more	Five cents per hour

The word "Seniority" as used in respect to Seniority Pay, shall be governed by the other provisions of this agreement relating to seniority. Any employee who feels aggrieved at the computation of his Seniority Pay shall have the right to present such grievance in accordance with the provisions for the presentation of grievances set forth in this agreement but because of the nature of the questions involved and because they will not present an emergency such grievances shall not be presented on Company time.

Section 3. A premium of five (5¢) per hour will be paid for work on regular night shifts. A night shift is any regular shift in which any work is performed between ten o'clock at night and six o'clock the following morning. The premium rate shall not apply to persons regularly employed on day shifts who do some overtime work after ten o'clock at night but shall apply only to regular night shifts.

Section 4. An employee reporting for work on his foreman's or manager's instructions, or who reports for work at the beginning of his regular shift, without having been notified not so to report, but for whom no work at his regular job is available will be offered at least two (2) hours employment at some other work at his regular hourly base rate of pay. This provision shall not apply when the lack of work is due to a labor dispute, fire, flood, or other cause beyond the control of the management.

#### MAINTENANCE OF UNION MEMBERSHIP

##### ARTICLE IX

Section 1. All employees who, fifteen (15) days after the date of the posting of the notice by a representative of the United States Department of Labor, Conciliation Service, herein after provided for, are members of the Union in good standing in accordance with the constitution and by-laws of the Union, and those employees who may thereafter become members, shall, as a condition of employment, remain members of the Union in good standing during the life of this agreement.

Immediately upon the execution of this agreement or as soon thereafter as a representative of the United States Department of Labor, Conciliation Service, can do so, a notice signed by a representative of the United States Department of Labor, Conciliation Service, and in the words and figures shown on Exhibit "B" hereto attached, shall be posted upon the bulletin boards of the Company in its Seymour, Indiana plants and at such additional places in said plants as such representative shall determine, in order that all employees in said plants may be fully advised thereof.

The Union shall promptly furnish to the United States Department of Labor, Conciliation Service, at its Indianapolis, Indiana office a notarized list of members in good standing upon the expiration of fifteen (15) days after the posting of the notices provided in the preceding paragraph. If any employee asserts that he withdrew from membership in the Union prior to that date the assertion or dispute shall be adjudicated by a representative of the United States Department of Labor, Conciliation Service, whose decision shall be final and binding upon the Union and the employee and the Company.

GENERAL PROVISIONS

ARTICLE X

Section 1. The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Company will continue to provide protection devices and other equipment reasonably necessary for the protection of the employees from injury and illness.

The Company is now supplying gloves for use in various kinds of work. The Company agrees also to furnish gloves for such additional kinds of work as the Company shall determine require the use of gloves, but gloves for such additional kinds of work shall not be supplied oftener than necessary and, in any event, not in excess of one pair per month for any one employee and no such gloves, after the original issue thereof, shall be issued except upon surrender of those previously issued.

Section 2. Any regular employee who volunteers or is called into military service for the United States within 40 days after his honorable discharge from such service applies for re-employment shall be restored to his former or equivalent position, with full rights of seniority, provided, that he has no physical disability or other handicap and provided, further, that such former equivalent position is available.

Section 3. The Company will maintain bulletin boards near each of the four (4) timeclocks now in the plants, to be used solely by the Union for posting notices. No notice shall be posted until first approved by the Company and all notices shall be restricted to the following types:

- (a) Notices of Union recreational and social affairs.
- (b) Notices of Union elections, appointments and results of Union elections pertaining to the local plant.
- (c) Notices of Union Meetings.

The bulletin boards shall not be used by the Union or its members for disseminating propaganda of any kind whatsoever and, among other things, it shall not be used by the Union for posting any pamphlets or political documents or for advertising. No notice shall be posted which contains criticism of the Company or its management. All notices shall be signed by the President or Secretary of Local #97. The Union agrees that neither it nor its members will disseminate any material on Company property and that it will confine the dissemination of Union information to the material appearing on said bulletin boards.

Section 4. If, during the period of the present National Emergency, the Company employs women workers at the plant, first consideration in such employment will be given to the wives, mothers and sisters of men serving in the armed forces of the United States.

Section 5. Continuous and uninterrupted manufacture and production of goods by the Company, and orderly collective bargaining relations between the Company and the Union to secure prompt and fair disposition of grievances, being essential considerations for this agreement, it is agreed that the Union and its members individually and collectively will not, during the term of this agreement, cause, permit, or take part in any strike, picketing, sitdown, stay-in, slowdown, or other curtailment or restricting of production or interference with work in or about the Company's plants or premises, until the procedure provided herein for the settlement of grievances has been complied with. The Company reserves the right to discipline any employee taking part in any violation of this Section of this agreement. Correlative with this provision the Company agrees not to engage in a lockout.

Section 6. The Company agrees not to work hourly paid supervisory employees on the job of a regular production worker after the production worker has been sent home, provided the production worker is available and does not refuse to work; but this provision shall not apply in cases of emergency, trial runs, experimentation, tuning up or adjusting machines or training employees.

#### TERMINATION OF AGREEMENT

#### ARTICLE XI

Section 1. This agreement shall become effective upon execution and shall continue in effect until the 5th day of September, 1944 and shall automatically be renewed from year to year thereafter, unless either or both parties hereto shall give the other notice in writing, at least thirty (30) days prior to September 1944, or at least thirty (30) days prior to any subsequent anniversary thereof, of a desire for changes or termination. Such notice shall be given by registered mail, return receipt requested.

Section 2. Such provisions of this contract as require the approval of the National War Labor Board shall not become effective until approved by that Board but, if approval is obtained, their effective date shall be the date of the execution of this agreement. The Company and the Union agree that they will ascertain, by appropriate application, if such approval is necessary; and if it is ruled that such approval is necessary, the Company and the Union will join in a Form 10 application requesting such approval.

Section 4. If, during the period of the present National Emergency, the Company employs women workers at the plant, first consideration in such employment will be given to the wives, mothers and sisters of men serving in the armed forces of the United States.

Section 5. Continuous and uninterrupted manufacture and production of goods by the Company, and orderly collective bargaining relations between the Company and the Union to secure prompt and fair disposition of grievances, being essential considerations for this agreement, it is agreed that the Union and its members individually and collectively will not, during the term of this agreement, cause, permit, or take part in any strike, picketing, sitdown, stay-in, slowdown, or other curtailment or restricting of production or interference with work in or about the Company's plants or premises, until the procedure provided herein for the settlement of grievances has been complied with. The Company reserves the right to discipline any employee taking part in any violation of this Section of this agreement. Correlative with this provision the Company agrees not to engage in a lockout.

Section 6. The Company agrees not to work hourly paid supervisory employees on the job of a regular production worker after the production worker has been sent home, provided the production worker is available and does not refuse to work; but this provision shall not apply in cases of emergency, trial runs, experimentation, tuning up or adjusting machines or training employees.

#### TERMINATION OF AGREEMENT

#### ARTICLE XI

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Section 2. Such provisions of this contract as require the approval of the National War Labor Board shall not become effective until approved by that Board but, if approval is obtained, their effective date shall be the date of the execution of this agreement. The Company and the Union agree that they will ascertain, by appropriate application, if such approval is necessary; and if it is ruled that such approval is necessary, the Company and the Union will join in a Form 10 application requesting such approval.

Section 3. The provisions set forth in the foregoing agreement cover all of the matters included in the negotiations between the parties leading up to such agreement except certain matters upon which agreement was not reached, such matters being those constituting the issues in the disputes case now pending before the Sixth Regional War Labor Board, the same being Case No. 111-4806-D, which disputed matters were heard before a Tri-partite Panel of the National War Labor Board at Seymour, Indiana, on February 3, 1944; and when such disputed matters are finally determined and agreed upon, the agreements reached thereon will be included in a supplement to be hereto attached and made a part hereof. These matters in dispute would normally be included in Articles, VI, VII, and VIII hereof but because agreement has not been reached on such matters in their entirety, part of Article VII and all of Articles VI and VIII have been omitted herefrom pending final determination and agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers and representatives this 27th day of March, 1944.

INTERNATIONAL UNION, UNITED  
AUTOMOBILE AIRCRAFT AND AGRI-  
cultural implement workers  
OF AMERICA, CIO Local #97

Arnold Atwood (Signed)  
Regional Director

John Barteo (Signed)  
Int'l. Representative

Everett Donica (Signed)

Raymond Sutton (Signed)

Charles Terry (Signed)

Jacob F. Noblitt (Signed)

Plant Committee, Local #97

NOBLITT-SPARKS INDUSTRIES, INC.  
BY Yandell C. Cline, Treas. (Signed)

G. C. Noblitt, (Signed)  
Plant Manager

EVANSVILLE PLANT  
Special Meeting Minutes  
of  
Labor Relations Supervisor  
with the  
Plant Shop Committee

*Chrysler*  
*Evansville*  
*UAW # 705*  
*CIO*

#27

October 14, 1943

- I. The meeting was called to order at 9:10 A.M., on Thursday, October 14, 1943, and adjourned at 11:30 A.M., reconvening at 12:30 P.M., and adjourning at 2:15 P.M.
- II. PRESENT: L. Childs                      B. M. Bickford  
                  L. C. Winstead                V. L. Alderman  
                  R. Jones                                J. L. Williams  
                  R. McIntyre  
                  K. Sparrow  
                  M. Vowels, Vice-president, Local 705, UAW-CIO
- III. The understanding regarding the seniority set up so far arrived at was discussed and the following was concurred in. The Union requested that final agreement be withheld pending their obtaining the approval of the membership.

LAY OFF, REHIRE AND TRANSFER OF EMPLOYEES

Applicable to the Evansville Plant of the Chrysler Corp.

- (1) The following departments will have seniority on a departmental basis subject, however, to the employee's ability to do the work.

Department #28G	Gage Department
" #31	Tool Room
" #33	Tool Salvage
" #34	Tool Grib
" #36	Machine Repair
" #37	Furnace Repair
" #39	Factory Cars and Truck Classifications 1186 - Repairman - Trucks Classification 1190 - Repairman - Gas and Electric Jitney
" #40	Power House
" #41	Electricians
" #42	Carpenter
" #45	Millwrights
" #44	Crane and Elevator
" #46	Steamfitters

- (2) The seniority divisions will be made up of the following departments, respectively.

Division #1	Department #83, Ball Jacket Slug & Bullet Department #87, Ball Waterproff and Gage
Division #2	Department #80, Case Department #94, Zinc Plate
Division #3	Department 92, Packing, Cartons and Boxing Department #93, Steel Case Blank and Cup Department #101, Shipping

Division #4     Department 19, Stores  
                  Department #20, Receiving  
                  Department #21, Miscellaneous Shipping  
                  Department #25, Janitors  
                  Department #39, Factory Cars and Trucks  
                      Excluding 1186 - Repairman - Truck  
                                     1190 - Repairman - Gas and  
                                         Electric Jitney  
                  Department #43, Yardmen  
                  Department #506, By-Products

Division No.5     Department #61, Primer Metallic  
                     Department #86, Ball Primer Insert and Load

Division #6     Department #19A, Stores (Restricted Area)  
                  Department #89, Primer Charge  
                  Department #88, Primer Mixture (Mix & Dry)

Working in these divisions are Checkers -- Department #10, and  
Inspectors -- Department #17. These employees will have sen-  
iority in the division to which they were assigned.

- (3) All employees with seniority prior to May 1, 1942, will have plant wide seniority providing the man is capable of doing the job.
- (4) In the event of a lay off, employees with greater seniority will not replace employees of lesser seniority on a higher paid job.
- (5) A representative of the Labor Relations Department and the Plant Shop Committeeman representing the employees involved will draw numbers for the place on the seniority list of all employees who were hired on the same day.
- (6) When an employee is transferred from one seniority division to another seniority division, his seniority remains in his previous division for fifteen days at which time it is then transferred to his new division. Employees who are transferred to Department 26, Trainees, to become Adjusters will take their seniority into the new division on the date they are classified as Adjusters and will be placed at the bottom of the list of employees who have the same seniority date.
- (7) The seniority division of each employee will be the one in which he is working on the day the agreement is signed.
- (8) These provisions are supplemental to the seniority provision contained in the contract between Chrysler Corp. and the International Union, United Automobile, Aircraft, and Agricultural Implement Workers of America, entered into the 10th day of September, 1943, and are not to be construed as in any way inconsistent with the contract.

IV. The meeting adjourned at 2:15 P.M., Thursday, October 14, 1943.

*Less Childs*  
Less Childs, Chairman  
Bargaining Committee

LC:mvh

## AGREEMENT

57

THIS AGREEMENT, made and entered into at Evansville, Vanderburgh County, Indiana, this 17th day of May, 1948, by and between Farm Tools, Inc., Vulcan Plow Division, Evansville, Indiana, party of the first part and Local No. 650 of International Automobile Workers of America, A.F.L., party of the second part.

### WITNESSETH:

That said Parties, in consideration of the promises and agreements of each said party to the other as herein set forth through their representatives and considering their mutual interest and their desire to stabilize employment, eliminate strikes, boycotts, lockouts and discontinuance of work, hereby promise and agree:

1. Local No. 650 is hereby recognized by Farm Tools, Inc., as the exclusive representative of all its production employees at its Vulcan Plow Division at Evansville, Indiana, for the purpose of collective bargaining in respect to Rates of Pay, Wages, Hours of Employment or other conditions of Employment. For the purpose of this Agreement, the term "Employees" shall not include Foremen, Superintendants, Watchman or Office Help.

2. That Local No. 650 shall have the right to be represented by a Bargaining Committee of not less than three (3) or more than five (5) members and the local Chairman.

3. It is mutually agreed and understood that should any difference arise between the Company and any of its employees as to the meaning and application of any of the provisions of this agreement, or should any local trouble of any kind arise in the plant, there shall be no interruption of operation by any employee or group of employees on account of such differences or for any other reason whatsoever until an earnest effort is first made to settle such differences immediately in the following manner:

(a) Any complaint presented in writing by a departmental committeeman of the Union to a foreman shall be considered a grievance. The Committeeman shall furnish the foreman with a copy of such grievance.

(b) Any grievance that can not be adjusted between the foreman and committeeman be referred to the Superintendant.

(c) Any grievance that can not be adjusted between the Superintendant and Committeeman shall be referred to the Bargaining Committee and Management.

(d) At no time shall there be any stoppage or interruption of work, until approved by the International Union.

(e) All the Committeemen shall notify their Foremen before leaving the job to investigate or adjust any Grievance.

(4) The Union will not cause or permit its members to cause, nor will any member of the Union take part in any strike, either a sit-down, stay-in, or any other kind of strike or other interference or any other stoppage, total or partial, until every step by agreement procedure has been fulfilled.

(5) Seniority rights of employees on the Company payroll as of February 1, 1948 and of new employees placed on the payroll, shall be determined from the last hiring date. Hiring date shall be the last date hired after quitting or discharge, but shall have no reference to lay-offs of any kind. Seniority shall be by departments subject to provisions set out in paragraph 11. Any transfer either requested by employees or made by the Company shall be subject to negotiation upon complaint of either the employee transferred or employee affected by such transfer.

In the event of the abandonment or discontinuance of any department group, any employees in such group shall have plant-wide seniority until he shall have been placed in another department or occupational group. Notwithstanding the position on the seniority listing, the Bargaining Committeeman shall, in the event of lay-off and re-hire, be continued at work at all times when one or more departments or fraction thereof are at work, provided they are able and do the work being done at that time. Notwithstanding their position on the seniority list, shop committeemen shall, in the event of a lay-off be continued at work as long as there is a job in their district which they are able to do and any of their respective constituents still are at work and shall be recalled to work after the lay-off as soon as there is a job in their district which they are able to do and any of their respective constituents have been recalled to work.

(6) New employees shall be classed as probationary employees for a period of thirty (30) days. After thirty (30) days new employees shall be placed on the seniority list as of hiring date and shall become and remain members in good standing of Local Union No. 650, affiliated with the American Federation of Labor.

(7) When an employee is sent home for lack of work or any cause, except sickness or injury, no junior employee from the same or other department shall be permitted to work on the job where such employee was working until such employee has been notified and has had ample time to return to do the work.

(8) Employees shall notify the Company of any change of address within three (3) days and such notice shall be given by United States Registered Mail, or in person and the return receipt thereof shall be given to the Chairman of the Bargaining Committee. The Company shall be entitled to rely upon the address shown upon its records. Any employee failing to report because of incorrect address shall lose his seniority date, except for good cause shown. Any employee who does not report for work as instructed or notify the Company, shall lose his seniority for all days lost and the next employee in line shall be called for work and if he shall fail to report for a period of five (5) days, he shall be presumed to have given up his employment, unless a satisfactory explanation can be given the management.

(9) Any employee elevated to a temporary Foreman or Assistant Foreman shall not lose his seniority date and if he becomes Foreman and returns to production he shall lose seniority only for time he was Foreman.

(10) Employees shall be granted leave of absence for good cause without prejudice to seniority or other rights. Any employee elected or appointed to office in the Union shall retain his original seniority date.

(11) The Management shall adhere strictly to the seniority list, provided the necessary efficiency and ability to perform operations shall be met. Efficiency and ability to perform operations shall be determined by the Management and the Bargaining Committee. Any employee who is affected by lay-off by reason of an improvement in efficiency in his department shall be called to work before probationary employees are retained or new employees are hired, provided efficiency and ability are met.

(12) There shall be a five (5%) percent increase on all regular day rates and piece rates starting with and to be effective upon the work performed on Monday, May 18, 1942.

(13) Operations in the plant shall be on the basis of an eight (8) hour day and a forty (40) hour shift per week, with time and one half for overtime for the sixth and seventh days of any one regular shift of any worker, also time and one half for any time in excess of eight (8) hours in one day. Due to the nature of this work which it is necessary to perform, boilermakers, firemen or watchmen shall have time and one half for time after the end of any forty (40) hour shift and time and one half for the seventh day of their shift.

(14) New Years Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving and Christmas, shall be considered holidays and if any of these holidays fall within a forty hour shift, any work performed upon these days shall be paid for at time and one half the regular rate.

(15) The company shall continually review existing individual rates in order to correct inequities and to recognize increased ability and efficiency.

(16) Employees instructed by the Company to report for work on a certain day must receive on that day either two (2) hours of employment or two hours pay at their minimum rate, unless some condition beyond the control of the Management makes it impossible for the employee to do the work intended.

(17) Members of the Bargaining Committee of the Union, not to exceed five (5) in number and the President of the Union, shall be paid at their regular basic hour rate for all time lost while bargaining.

(18) Any ultimately sustained grievance affecting the financial status of an employee shall be retroactive to the date the grievance is presented in writing. Said grievance shall be presented in writing not later than twenty-four (24) hours from time of happening. This twenty-four (24) hours does not include Saturdays or holidays.

(19) If the grievance involves the discharge of an employee, he shall be required to present his grievance in writing not later than twenty-four (24) hours from the time of such discharge and in that event he shall be given a hearing at a meeting of the Bargaining Committee and the Management.

(20) The Company reserves the right to discharge any employee for just cause. In the event such infraction or rules or breach of discipline or refusal to perform duties assigned him, is not sufficient to warrant discharge, The Company may for just cause, temporarily lay off such employee, such lay-offs to be subject to grievance procedure if improper.

(21) Whenever reasonably practical, any lay-off on account of substantial curtailment of production, notice shall be given to the Union at least twenty-four (24) hours before such lay-off.

(22) Bulletin Boards shall be furnished by the Company which may be used by the Union for posting notices desired by the Union and approved by the management. The Seniority lists shall be posted in the various departments and kept up to date.

(23) When an employee is required by the Management to temporarily fill the place of another receiving a higher rate of pay, he shall receive the higher or the lower rate, as the case may be, for the time so worked, but only starting with the beginning of the third day after he was transferred. During reduction in production when it becomes necessary for employees to change jobs in respect to seniority, the employee shall be paid the prevailing rate of the job to which he is transferred, starting with the beginning of the third day after he was transferred. In case of lost time, through no fault of the worker and if not sent home by the Management, they shall receive their regular hourly rate.

(24) If an employee has established his seniority in any Department, his seniority shall remain in that Department, if he shall be transferred to another Department, until such time he shall have remained in a new Department for a continuous period of ninety (90) days, at which time his original seniority shall be transferred to his new Department.

(25) The Company will provide Safety and Sanitary Conditions in the plant and the employees hereby agree to comply with all safety and fire regulations.

(26) This Agreement shall be in full force and effect until the 17th day of May 1943 and shall continue year after year. Should either party hereto desire to amend or cancel this Agreement, notice of such desire shall be given to the other before April 17th in any year.

FARM TOOLS, INCORPORATED

By \_\_\_\_\_  
Vice President.

Local No. 650 of International  
Automobile Workers of America,  
American Federation of Labor.

\_\_\_\_\_  
President of Union.

\_\_\_\_\_  
BARGAINING COMMITTEE.

\* - - - - -

I

the Union or make application to become a member. The Employer reserves the right to use foremen in any capacity and for any work that is covered by this Agreement provided that the work is of confidential nature or in case of emergency when qualified members of the Union are not available. The men considered to be foremen under the terms of the Agreement shall be employed by the Employer under the following conditions;

- (1) They shall have the right to hire and discharge.
- (2) The Employer shall have notified the Shop Committee in writing that the individual in question has been employed as a foreman and further shall notify the remainder of the employees that such an individual is employed as a foreman by the posting of a suitable notice on the bulletin board. Set-up men or group leaders will not be considered as foreman.

Before hiring new employees in accordance with the provisions of this paragraph numbered I of this Agreement, the Employer will adopt the policy of consulting and conferring with the duly authorized representative of the Union in order that the Employer may have the benefit of the advice of such representative respecting the qualifications of proposed new employees and only applicants mutually satisfactory to the Employer and the representative will be hired.

2. No production work except polishing and buffing shall be done by others than employees covered by this Agreement except after mutually satisfactory arrangements have been made with the Shop Committee.

The above clause is to be construed to cover the ordinary work done by millwrights and other maintenance employees when such employees are covered by this Agreement. It is further agreed that no production work for which our equipment is suitable will be sublet to outside shops without first discussing the matter with the Shop Committee.

3. The Union shall select from its membership a committee of three members, which is hereby designated and shall be known as the "Shop Committee".

The Committee shall be recognized as the authority for taking up suggestions and grievances with the Employer and exercising further rights and powers as are specifically given to it by the terms of this Agreement.

The personnel of the Shop Committee shall be certified by the Union in writing to the Employer as being duly accredited members constituting such Shop Committee and, in like manner, the Employer shall be advised from time to time as changes in the membership of said Committee may be affected.

4. When the plant is running on a three shift basis, seven and one half hours, excluding lunch period, shall constitute a regular days work on Mondays to Fridays, inclusive. When the plant is operating on a one or two shift basis, eight hours, excluding lunch period, shall constitute a regular day's work on Mondays to Fridays, inclusive.

~~In case any~~ employee covered by this Agreement shall, on order, report for work on any of the aforesaid days and through no fault of such employee he or she is not used or is released by the Employer, such employee shall, nevertheless, receive pay for not less than two hours' work.

In case any employee covered by this Agreement shall, on order, report for work on Saturdays or Sundays and through no fault of such employee he or she is not used or is released by the Employer, such employee shall nevertheless, receive pay for not less than four hours work.

No overtime shall be worked except in emergencies when such work can not be performed during the regular hours of work. For the duration of the present war when overtime is worked by the employees covered by this agreement, either before or after the regular established hours of employees, such work shall be paid for at the rate of time and one half, except that all over two hours of overtime work shall be paid for at the rate of double time. All work performed on Saturdays shall be paid for at the rate of time and one half, except that all over eight hours' work on Saturdays shall be paid for at the rate of double time. All work performed on Sundays and Holidays shall be paid for at the rate of double time. It is agreed and understood that four hours shall be the maximum time that any employee covered by this agreement shall work on Sundays or Holidays, except by agreement between the Company and the members

the Shop Committee and the President of the Union's Local.

The recognized holidays are New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day or for the day any such holiday is observed by the State or Nation. Employees shall not be laid off during regular hours of work on account of having overtime.

Regular hours of work of employees, including the beginning and quitting time of shifts and the time and length of their lunch periods, shall be established by mutual agreement between the Employer and the Shop Committee.

5. In the event it is necessary to reduce the number of employees the proportion of set-up men to operators will be determined by the Employer and the Shop Committee.

6. So long as the merit and ability of two or more employees involved is equal, the Employer will observe seniority in the hiring and laying off of employees. Employees who are essential to the efficient operation of any department because of special training or ability may be retained or rehired, regardless of other factors involved. Foremen of the departments involved and the Shop Committee shall determine questions of capability.

No employee shall be placed on the Seniority list until he has been on the payroll of the Employer for a period of ninety days. When temporary employees, having been laid off or discharged are again reemployed prior days of service during some previous employment shall not be included in determining whether they are or are not temporary employees.

If it becomes necessary to reduce production, the hours of work of employees holding seniority will not be reduced except by mutual consent of the Employer and the Shop Committee until all temporary employees shall have been laid off.

7. As the United States is at war at the present time, any employee who enters the armed service of the United States shall not lose his seniority because of leaving the employment of the Employer to perform such duty. It is agreed that the above regulation of seniority shall conform to the Federal Laws concerning conscription.

8. All Employees covered by this Agreement shall be entitled to a vacation with pay. The number of days' vacation earned during any calendar year shall be determined by the number of hours worked during that year on the basis of the table set forth below;

400 hours but less than 800	1 day
800 hours but less than 1000 hours	2 days
1000 hours but less than 1400 hours	3 days
1400 hours but less than 1700 hours	4 days
1700 hours and over	5 days

The above vacation schedule is based entirely on the number of hours worked during a calendar year. It will not be necessary that the employee be working on any certain dates in order to qualify for a vacation.

The work listed above will be computed on the basis of a straight time hours. Overtime hours will not be considered nor included as hours worked for the purpose of determining the number of days vacation.

A. One additional day's vacation will be added to the vacation time earned during a current year for each previous year of employment, provided that the employee during the previous year or years of employment worked a minimum of 800 hours during each year.

The number of additional days' vacation earned by previous year of employment shall be limited to five. This means the maximum amount of vacation for employees covered by this Agreement shall be ten days with pay.

When an employee voluntarily severs his connection with the Company, he will receive vacation benefits which were earned during the year his employment ceased. Voluntary termination of employment will not affect vacation benefits earned by the employee during the year next preceeding the year in which he terminates his employment, except he will not receive the additional benefits as set forth in paragraph "A" above.

The rate of pay for vacation will be the Employee' rate at the time the vacation is taken.

If during a current year an employee shall have earned a vacation and during the following year he shall leave the Company, he will forfeit vacation benefits which he earned during the previous years. He will be entitled to vacation benefits for the present year in which he voluntarily severs his connection with the Company.

Fifty per cent benefits will be paid to any employees covered by this Agreement if they have been discharged.

9. Pay at the rate of 60¢ per hour is hereby established as the minimum rate of pay for all employees covered by this Agreement who have been in the employment of the Company less than ninety consecutive days.

10. Pay at the rate of 65¢ per hour is hereby established as the minimum rate of pay for all employees covered by this Agreement who have been in the employment of the Company ninety days, consecutively, and less than six months.

11. Pay at the rate of 70¢ per hour is hereby established as the minimum rate of pay for all employees covered by this Agreement who have been in the employment of the Company for a period of six months and less than nine months.

12. Pay at the rate of 75¢ per hour is hereby established as the minimum rate of pay for all employees covered by this Agreement who have been in the employment of the Company for a period of nine months and less than twelve months.

13. Pay at the rate of 80¢ per hour is hereby established as the minimum rate of pay for all employees covered by this Agreement who have been in the employment of the Company for a period of twelve months or more.

14. Any male employee whose rate is higher than the minimum rate established herein shall receive a 5¢ increase in his hourly rate of pay. Any female employee covered by this Agreement whose rate is higher than the minimum rate established herein shall receive a 10¢ increase in her hourly rate of pay. The foregoing rates of pay have been established for all employees covered by this Agreement who are on the first shift. Employees covered by this Agreement who are on the second shift and third shifts shall receive an additional 5¢ per hour.

15. The Employer agrees that it will not intimidate or discriminate against any employee covered by this Agreement because of his or her membership in the Union because of any such employees serving on the Shop Committee because of any alleged grievance or the giving of any information or testimony by such employee. The Employer and the Union each agree that they will not engage in any unfair labor practice.

16. The Employer and the Union agree to put forth earnest efforts

to adjust all misunderstandings and grievances that may arise from time to time as speedily as possible and in harmony with the following procedural steps;

(a) The aggrieved employee shall advise the Shop Committee of the grievance in writing and a copy shall be furnished to an executive of the Employer.

(b) The Shop Committee and the Foreman of the Department in which the aggrieved employee works shall have forty-eight hours in which to endeavor to effect an amicable settlement of the grievance and if unable to effect such settlement, then

(c) The Shop Committee and the Plant Superintendent shall endeavor to effect an amicable settlement and shall have forty-eight hours in which to do so and failing therein, then

(d) The Shop Committee and an Executive officer of the Employer shall endeavor to effect an amicable adjustment of the matter and shall have forty-eight hours in which to do so and failing therein

(e) A duly accredited representative of the Union or an officer of the Union and an executive officer of the Employer shall endeavor to effect such amicable settlement and adjustment and shall have forty-eight hours in which to accomplish the same and failing therein, then

(f) The Conciliation Service of the United States Department of Labor may be involved separately or jointly by the Employer and the Union for the purpose of effecting a settlement of the grievance.

All leave of Absences will be handled with the same procedures as grievances.

It is mutually agreed by the Employer and the Union that any amicable settlement and adjustment reached under any of the foregoing procedural steps shall be binding upon all persons concerned. Said parties further agree that until each of said procedural steps has been taken, there will be no slow-up or stoppage of work, picketing, strike, or lock-out and the employees covered by this Agreement agree that there shall be no stoppage of work until they themselves have voted by secret ballot and the result of such secret ballot and the cause of taking same has been properly investigated by a duly accredited representative of the Grand Lodge and approved by and in conformity of the laws of the Union .

to adjust all misunderstandings and grievances that may arise from time to time as speedily as possible and in harmony with the following procedural steps;

(a) The aggrieved employee shall advise the Shop Committee of the grievance in writing and a copy shall be furnished to an executive of the Employer.

(b) The Shop Committee and the Foreman of the Department in which the aggrieved employee works shall have forty-eight hours in which to endeavor to effect an amicable settlement of the grievance and if unable to effect such settlement, then

(c) The Shop Committee and the Plant Superintendent shall endeavor to effect an amicable settlement and shall have forty-eight hours in which to do so and failing therein, then

(d) The Shop Committee and an Executive officer of the Employer shall endeavor to effect an amicable adjustment of the matter and shall have forty-eight hours in which to do so and failing therein

(e) A duly accredited representative of the Union or an officer of the Union and an executive officer of the Employer shall endeavor to effect such amicable settlement and adjustment and shall have forty-eight hours in which to accomplish the same and failing therein, then

(f) The Conciliation Service of the United States Department of Labor may be involved separately or jointly by the Employer and the Union for the purpose of effecting a settlement of the grievance.

All leave of Absences will be handled with the same procedures as grievances.

It is mutually agreed by the Employer and the Union that any amicable settlement and adjustment reached under any of the foregoing procedural steps shall be binding upon all persons concerned. Said parties further agree that until each of said procedural steps has been taken, there will be no slow-up or stoppage of work, picketing, strike, or lock-out and the employees covered by this Agreement agree that there shall be no stoppage of work until they themselves have voted by secret ballot and the result of such secret ballot and the cause of taking same has been properly investigated by a duly accredited representative of the Grand Lodge and approved by and in conformity of the laws of the Union .

This Agreement shall become effective as of the date signed and shall remain in full force until the 1st day of July 1944, and thereafter until changed in the following manner; Should either the Employer or the Union desire to revise or modify this Agreement, thirty days prior written notice containing the suggested proposed changes shall be given to the other party and a conference shall thereupon be held with a view of negotiating mutually satisfactory conclusion. Upon the signing of this Agreement, all previous agreements by and between the Employer and the Union shall become null and void.

Signed at Indianapolis, Indiana this 1st day  
of July 1943.

INTERNATIONAL ASSOCIATION OF MACHINISTS,  
LODGE NO. 1449.

By: James Martin

Glenn Springer

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MOULDINGS, INC.

By: S.W. Murphy-Pres.

H.A. Burleson-Secy.

\_\_\_\_\_

APPROVED;

By: John W. Thomas

Pres. Paramount lodge #1449 I.A. of M.

The following amendment is made a part of that certain contract entered into the first day of July, 1943 by and between MOULDINGS, INC. and PARAMOUNT LODGE NUMBER 1449 of the INTERNATIONAL ASSOCIATION OF MACHINISTS and DISTRICT N). 90.

WITNESSETH; That if any provisions of the above contract which are in contravention to the Executive Order Number 9240 which Executive Order sets forth certain regulations governing overtime wage compensation, then such conflicting provisions in the above contract shall become imperative and void, until such executive order becomes ineffective.

*Inoperative*

*"Howards Agreement" attached*  
**LOCAL AGREEMENT**

*See Master Agreement 9mc*

BETWEEN

**LOCAL 662 UAW.CIO  
&  
DELCO-REMY CORP.**

**SENIORITY  
WAGE-ADJUSTMENT \*  
NIGHT TRANSFERS**

*Same*

*Same*

MIMEO  
UOPWA-MAL  
CIO

3/16/41 - Wages -  
1/14/41 - Seniority  
12/20/40 - Transfers - night shift  
(No other local agreements  
could be found at  
union office)

DELCO-REMY DIVISION  
Anderson, Ind.

MARCH 16th, 1941

LOCAL AGREEMENT

The following proposals are made subject to acceptance by Local #662 U.A.W.-C.I.O. and the Delco-Remy Division of General Motors Corporation.

1-Tool, Die, Maintenance, Model shop, Gauge Shop, Process Shop Pattern Shop.

Increase of .10 per hour on the present maximum and minimum rates of hardeners and lathe operators and increase of .05 per hour on the present maximum and minimum rates of all classifications in these divisions except those classifications which do not require a commensurate amount of skill such as sweepers, laborers, oilers, janitresses, apprentices, General Motors Institute students, crib attendants, power house employes, clerks, stock chasers, etc.

It is proposed that each employe in these classifications, with the above exceptions, shall receive a .05 per hour increase with the further exception that no employe shall be raised above the new maximum rate.

It is further proposed that increases in the maximum rates of the following classifications excepted above shall be made:

Janitors from .70 to .72 per hour; Crib attendants from .84 to .90 per hour; Oilers-machinery and equipment from .85 to .90 per hour.

It is proposed that the following schedule of rates be installed in the power house;

	Min.	Max.
Power house-firemen	.85	.97
Power house-pipeline utility checkers	.85	1.00
Power house-repairman	.85	1.00
Power house-turbine & engine operator	.85	.97
Coal & ash handling equipment operator	.70	.85
Power house-helper	.70	.85

It is agreed that to those employes in the power house who are now receiving the maximum in their classification, the new maximum as stated above will be paid. All power house employes in the above rate brackets will receive a commensurate increase in accord with the increase in the classification providing he has been employed long enough to merit such an increase on the regular rate schedule.

2.-PRODUCTION CONTROL DIVISION

In this division it is proposed that the maximum rate on all .84 maximum rate jobs be increased to .87 per hour. All .87 maximum rate jobs be increased to .90 per hour, except driver-power trucks-inside, which shall be increased to .92 per hour and truck repair gas and electric, which shall be .85 per hour minimum and 1.00 per hour maximum. All .90 maximum rate jobs be increased to .92 per hour and all female .64 maximum rate jobs be increased to .66 per hour.

\*\*\*\*\*

*Reported  
by Exec. Board  
that since this  
no changes except  
affecting  
women's  
agreement  
8/27/43  
& automatic  
progression  
rates in  
Wage Agt.  
7/3/43*

### 3.-MANUFACTURING DIVISION (Including Inspection) ALL PLANTS

#### MALE

In this division, it is proposed that the maximum rate on all present .90 maximum rate jobs shall be increased to .92 per hour, except cupola liners and cupola tappers, metal pourers, electric furnace operators, in Plant#5, which shall be increased from .90 to .94 per hour. The present .85 maximum rate for ship handlers wringers and clean-out shall be increased to .90 per hour. The present maximum rate of .95 per hour on die cast machine operators shall be raised to 1.00 per hour.

The following proposal is made in regard to job setters and utility men.

Job Setters-(Punch Press) (Full Time) (Over 50% of time)-.98 per hour.

Job Setters-(Punch Press) (Part Time) other than own dies (over 25% and under 50%-.94 per hour.

Job setters-others-.05 over maximum paid for the job.

Utility -.05 over maximum paid for the job.

Maximum rates on all other jobs are to remain as at the present time.

#### FEMALE

It is proposed that the maximum rate on all .64 and .65 maximum rate jobs shall be increased to .66 per hour and that the maximum rate on all present .67 maximum rate jobs shall be increased to .68 per hour. The maximum rate on all other jobs will remain as they are at the present except braidors and secondary winders. The maximum rate for final braidors will be .72 per hour and for sub-braiding .70 per hour. The maximum rate for secondary coil winders shall be .72 per hour.

#### STARTING RATE & BASIS FOR INCREASES

The starting rate for male hourly rate employees (except apprentices, technical students and learners) at the Delco-Remy Anderson plants shall be .70 per hour and the schedules of increases for those job classifications with established maximum rates of .92 per hour shall be as follows:

(Starting Rate) (With the following months of service increases will be made)

.70 per hr.	1mo.	6mo.	9mo.	12mos.
	.75perhr.	.80perhr.	.85 per hr.	.92 per hr.

To obtain the maximum rate in classifications which pay over .92 per hour an employe must have had eighteen months continuous service with the Delco-Remy division before he will receive any maximum rate higher than .92 per hour.

It is understood that before an employe receives a maximum rate higher than .92 per hour that he must thoroughly understand the tools and equipment used in his classification which are essential in the operation of his job. He must be able to make set-ups and keep the tools and equipment in adjustment and operation and be able to turn out good work in an efficient manner. (Automatic Screw machine and skilled grinders are excepted from this description).

Increases from the starting rate of .70 per hour on job classifications with established maximum rate below .92 per hour will be made according to schedule until the established maximum rate is reached.

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FEMALE HOURLY RATE EMPLOYEES

The schedules for increases for those job classifications with an established maximum rate of .66 per hour shall be as follows:

Starting Rate	1mo.	6mos.	9mos.	12mos.
.50 per hr.	.55 per hr.	.60 per hr.	.63 per hr.	.66 per hr.

To obtain the maximum rate in classifications which pay a maximum of over .66 per hour an employee must have had eighteen months of continuous service with the Delco-Romy Division before she will receive any maximum rate higher than .66 per hour.

It is understood that before an employee receives a maximum rate higher than .66 per hour that she must thoroughly understand the equipment in her classification which is essential to the operation of her job. She must be able to keep the equipment in adjustment and operation in order to turn out good work in the prescribed time.

Increases from the starting rate of .50 per hour on those job classifications with established maximum rate of .66 per hour and below will be made according to the above schedule until the maximum rate is reached.

This Agreement, when accepted, supersedes all prior wage agreements between the parties and all such agreements are hereby terminated.

This Agreement, when accepted, shall continue in full force and effect until terminated by either party or changed by consent of both parties. Either party may terminate this Agreement, by giving thirty days' notice in writing. If either party desires to modify or change this Agreement it shall, at least thirty days prior to the date when it proposes that such change or modification becomes effective, give notice in writing of the proposed change or modification. The other party, within ten days after receipt of said notice, shall either accept or reject the proposal or request a conference to negotiate the proposal.

Accepted by  
Local #662, U.A.W.-C.I.O.  
By:

Accepted by  
Delco-Romy Division  
General Motors Corp.  
By:

\*\*\*\*\*

*changed  
by  
agreement  
Mar. 8th*

DELCO-REMY DIVISION  
Anderson, Ind.

January 14th, 1941

LOCAL AGREEMENT

This Agreement entered into this 14th day of January, 1941 between Delco-Remy Division of General Motors Corporation and Local #662 of the International Union, United Automobile Workers of America affiliated with the C.I.O. It is agreed between the two parties as follows:

Agreement dated June 24th, 1940 between General Motors Corporation and the International Union, United Automobile Workers of America affiliated with the C.I.O. provides that local agreements may be entered into between the local plant management and the shop committee of a local union on certain designated points with the expressed understanding that such local agreements shall not supersede or conflict with any of the provisions of the agreement dated June 24th, 1940

SENIORITY

It is agreed that the employment in the Anderson, Ind. plants of Delco-Remy Division is not intermittent. Therefore, paragraph number one under the heading "Seniority" of the Agreement between the General Motors Corporation and the International Union, United Automobile Workers of America, of June 24th, 1940 shall apply. ? no copy avail.

|| Seniority shall be by non-interchangeable occupational groups with men and women divided into separate groups. Seniority within a given group shall be upon a plant-wide basis.

MEN

The provisions of this seniority agreement are based upon the fundamental principle that:

No male employe shall be laid off in a reduction in force when a male employe with less seniority is working on a job which he has performed or could quickly learn to perform, and that, it should be unnecessary to train employes on jobs requiring skill as a result of a reduction in force.

The following shall be considered as non-interchangeable occupational groups:

- 1-Each job classification in the Tool and Die, Maintenance, Model Shop, Gauge Shop and Pattern Shop Division.
- 2-Each of the following job classifications in the production control division; stock chasers, stock keepers, electric crane operators, receiving and shipping clerks, production planning clerks and shop production control clerks.
- 3-All other male employes in the production control division.
- 4-Each job classification in inspection and production which is considered to require skill. (A list of semi-skilled and skilled jobs shall be submitted to the shop committee by the Company and negotiations shall be entered into as to which jobs are considered to require skill).

\*\*\* \*\*\*\*\*

- 5.-Each job classification in the foundry (Plant #5) which is considered to require skill. (A list of semi-skilled and skilled jobs shall be submitted to the shop committee by the Company and negotiations shall be entered into as to which jobs are considered to require skill).
- 6.-All other production employees in the foundry (Plant #5).
- 7.-All job classifications on production and inspection which are not considered to require skill.

#### WOMEN *begin com*

The provisions of this seniority agreement are based upon the fundamental principles that:

No female employee shall be laid off in a reduction in force when a female employee with less seniority is working on a job which she has performed or can quickly learn to perform, and that, it should be unnecessary to train employees on jobs requiring skill as a result of a reduction in force.

The following shall be considered a non-interchangeable occupational groups:

1.-Each of the following:

- |                                |   |
|--------------------------------|---|
| a.-Braiding harness            | k.-Winding-primary coils                  |
| b.-Commutator bldg.-hand       | l.-Winding-secondary coils                |
| c.-Coil placing                | m.-Winding-shunt coils                    |
| d.-Coil papering               | n.-Winding-field coils                    |
| e.-Connecting Armatures        | o.-Winding-condensers                     |
| f.-Point setting               | p.-Inspection-regulator-final<br>Assembly |
| g.-Coil Tapers                 | q.-Inspection-Plating                     |
| h.-Harness Tapers              | r.-Inspection-Armature Windings           |
| i.-Winding-generator armatures | s.-Inspection-preliminary harness.        |
| j.-Winding-motor armatures     |   |

2.-All other female employees not above enumerated. (Excluding janitresses). *and*

In the event of a reduction in force, each department shall reduce by seniority to its requirements. Then a definite seniority date shall be established within the non-interchangeable occupational group and all employees in this group with greater seniority shall be retained and those with less seniority shall be laid off. The necessary transfers to adjust to the given seniority date shall be made as quickly as is practical (not to exceed five working days) so as to minimize the time lost by employees so transferred. In the event of minor reduction in force, not to exceed two hundred employees, all necessary transfers shall be made so that no time shall be lost.

In the event of reducing the force no employee shall be transferred from one group to another until there is no work available for him in his group and his seniority subjects him to a layoff. He then must have greater seniority than the employee he replaces.

It shall be the policy of the Delco-Remy Division that whenever practical, in the opinion of the management, employees having seniority, rather than temporary employees, shall be given reasonable consideration provided that they have the necessary qualifications to work on the more skilled operations.

As a matter of clarification and understanding, when an employe has been transferred into a skilled classification, he shall retain his seniority in his previous classification until he has gained a full degree of proficiency in the skilled classification. In the event of a reduction in force, such employe shall be transferred back to the type of work he formerly did, provided his seniority will permit. In such cases, the normal 60 days provision for gaining seniority is specifically waived.

The management agrees that it will continue its present policy of giving employes who are to be laid off forty-eight hours notice whenever possible.

Upon completion of the negotiations regarding job classifications and groups herein provided, such agreements as are reached shall continue in effect until changed as hereinafter provided.

This agreement shall continue in full force and effect until terminated by either party or changed by consent of both parties. Either party may terminate this Agreement, by giving thirty days notice in writing. If either party desires to modify or change the Agreement it shall, at least thirty days prior to the date when it proposes that such change or modification becomes effective, give notice in writing of the proposed change or modification. The other party, within ten days after receipt of said notice, shall either accept or reject the proposal or require a conference to negotiate the proposal.

Local #662, International Union,	Delco-Remy Division,
United Automobile Workers of America	General Motors Corporation

Signed:

Signed:

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DELCO-REMY DIVISION  
Anderson, Ind.

December 20th, 1940

NIGHT SHIFT TRANSFERS

In the plant operations at the Delco-Remy Division numerous transfers of employees are very necessary in order to meet the varying requirements of our different customers for different products. Such transfers are also necessary in order to give our employees in the various departments and lines of work, approximately equal hours over a period of time.

It is our policy to do as large a proportion of our work on the day shift as our production equipment and facilities will permit, and the balance of it on a night shift. Thus, in an increase in schedules the night shifts are increased by transferring employees from the day shift and by employment.

In making such transfers of employees several factors must be considered, namely, the efficient operation of the department with the amount of breaking in of employees and the equities of older service employees. Therefore, such transfers shall be made with due regard to attained seniority and acquired job qualifications. It is realized that it is difficult to make a hard and fast rule which would in all cases guarantee consideration of these factors.

In general, on those job classifications which require little skill and which can be quickly learned, transfers from days to nights shall be made on a seniority basis. Thus, when it is necessary in a department to transfer employees on such work from the day to the night shift, employees in the department with the least seniority shall be so transferred. (In those departments where there are more than one distinct type of operation, this should be limited to the portion of the department engaged in that type of operation). It is recognized, however, that in such operations, it is necessary to have some men of all around experience so as to operate on an efficient basis. In the selection of such men, seniority will be secondary to other qualifications.

On transfers in a department from day to night shift on skilled job classifications, seniority will be secondary to other qualifications, but will be given as great a consideration as is consistent with efficient operation of the department.

Since the day shift in most departments is better equipped to give training and instruction, this general plan does not preclude giving such training on the day shift. Neither is it intended to prevent the making of any transfers which are mutually satisfactory to the employee and employer. The necessary transfers to adjust to the above general plan will be made gradually so as to not disrupt unduly the operations. On such jobs where it is advisable to give training on days, they would be transferred to nights when they have gained reasonable proficiency.

\*\*\*\*\*

THIS AGREEMENT  
WAS  
NEGOTIATED

\*\*\*

\*

BY: TOP COMMITTEEMEN:  
BASIL B. SMITH...CHAIRMAN  
THOMAS J. MORGAN  
LAWRENCE G. HORTON....PRES.  
VOYLE L. SMITH  
EDWARD WEST  
WALTER ROMINE  
S. L. PRIDDY  
CECIL ROEDER

&

INTERN ATIONAL REPRESENTATIVES:  
GEORGE BERKEBILE  
FRANK J. SHAY

&

REP. JOHNSTONE

\*\*\*\*\*

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### CORRECTIONS

Page 3-	
Grinder Operator, Blanchard	
& Thompson	1.15 - 1.35
Page 5 - Tinsmith	1.09 - 1.30
Page 7 - Commutator Saw	
Machine	.86 - 1.06
Page 10 - Taper - Coil	.70 - .82
Page 10 - Winding All Other	
Coils- Solenoid Magnetic Switches-	
Machine	.70 - .82

### DIVISIONS

Seniority Agree-  
14, 1941, the  
dated April 22,  
re generally  
It is underst-  
rooms, Gauge  
Departments.

A Seniority principle that  
it gives protection to his job and at  
the same time it must be sufficiently flexible that the Management can  
efficiently operate its plant.

This Agreement entered into this day of 1943, between Delco-  
Remy Division of General Motors Corporation and Local #662 of the In-  
ternational Union UAW-CIO.

It is recognized that the National Agreement dated October 19, 1942,  
which embodies certain Labor Board Directives, shall govern the  
Delco-Remy Division and Local #662 UAW-CIO.

It is further understood that no provisions in this Local Seniority  
Agreement shall supersede or conflict with any of the provisions of  
the above mentioned National Agreement.

### SENIORITY

#### A.-Acquiring Seniority

1. In acquiring seniority, the following quoted part of Paragraph #57  
of the National Agreement, dated October 19, 1942, shall apply: "Em-  
ployees may acquire seniority by working six months during a period  
of twenty-four months in which event the employee's seniority will date  
back six months from the date seniority is acquired." (This provision  
has been applicable since June 3, 1941.)

2. When an employee acquires seniority, his name shall be placed on  
the seniority list.

#### B. Classification Seniority

Because there is a wide variance in the knowledge, skill and exper-  
ience required in some of the classifications in these divisions, cer-  
tain classifications have been grouped together and specific periods  
of time established for acquiring full seniority in the group. The  
groups are as follows:

November 10, 1943  
Delco-Remy Division  
Anderson, Indiana

SENIORITY AGREEMENT-TOOL, PATTERN AND MAINTENANCE DIVISIONS

It is understood between the parties that this Local Seniority Agreement will supersede the Local Agreement dated January 14, 1941, the Local Agreement dated July 1, 1941, and its Supplement dated April 22, 1942.

This agreement covers the occupational groups which are generally found in the Tool, Maintenance and Pattern Divisions. It is understood that the Tool Division shall consist of the Tool Rooms, Gauge Shop, Model Shop, Process Shop and the Tool Grinding Departments.

A Seniority Agreement must be based on the fundamental principle that it gives protection to the employee for the retention of his job and at the same time it must be sufficiently flexible that the Management can efficiently operate its plant.

This Agreement entered into this day of        1943, between Delco-Remy Division of General Motors Corporation and Local #662 of the International Union UAW-CIO.

It is recognized that the National Agreement dated October 19, 1942, which embodies certain Labor Board Directives, shall govern the Delco-Remy Division and Local #662 UAW-CIO.

It is further understood that no provisions in this Local Seniority Agreement shall supersede or conflict with any of the provisions of the above mentioned National Agreement.

SENIORITY

A.-Acquiring Seniority

1. In acquiring seniority, the following quoted part of Paragraph #57 of the National Agreement, dated October 19, 1942, shall apply: "Employees may acquire seniority by working six months during a period of twenty-four months in which event the employee's seniority will date back six months from the date seniority is acquired." (This provision has been applicable since June 3, 1941.)

2. When an employee acquires seniority, his name shall be placed on the seniority list.

B. Classification Seniority

Because there is a wide variance in the knowledge, skill and experience required in some of the classifications in these divisions, certain classifications have been grouped together and specific periods of time established for acquiring full seniority in the group. The groups are as follows:

GROUP ONE - In this group, which includes all single rated jobs under consideration in this Agreement paying up to and including \$1.09 per hour (present rate), Seniority will be acquired by the employee when he has been in the classification in the group for a period of sixty (60) days.

GROUP TWO - In this group, which includes all jobs under consideration in this Agreement paid on a rate spread basis of \$0.99 to \$1.40 per hour minimum will be acquired in the group when the employee has been in the group for four (4) years.

When an employee has been transferred into Group Two (including those employees transferred from Group One as outlined in this Agreement) he shall carry his seniority in the classification from which he was transferred until he has spent the prescribed period of time in the group and a particular classification within that group. Therefore, his seniority will be carried in two classifications until such time as he had had four years' experience in the group and a year's experience in the classification in which he is currently working.

If an employee in this group has passed through a series of classifications in this group during the four-year period, his seniority will be in the last classification in which he has had a year's experience. For example, if an employee had spent three years on a Lathe, nine months on a Mill and six months on a Grinder, his seniority will be carried in the Lathe classification. After he has been in the Grinder classification for one year, his full seniority will then move into that classification.

If an employee is reduced from his group before he has acquired seniority, upon his return he will be credited with the amount of time spent in it, provided he has not been out of the group for a period longer than he had been in it.

#### C. - Layoff and Rehire

Each of the divisions covered by this Agreement shall be considered as separate seniority units and experience gained in one will be of no benefit in the other divisions, except that in a reduction of force, the following job classifications found both in the Tool and Pattern Divisions shall be considered as interchangeable: Mill, Lathe, Grinder, Gorton, Duplicator, Precision Boring, Machine Builder, Tool Maker and Machinist Tool Room. Employees will be removed on the basis of their seniority in these classifications both Pattern and Tool Divisions being considered.

Each classification paying over \$1.06 per hour (present rate) shall be considered a non-interchangeable occupational group and all jobs paying \$1.06 per hour or less (present rate) shall be considered as a general or clearing group.

In the event of a reduction of force, Management will determine the number of employees to be reduced in each classification. Employees will then be taken out of the classification on the basis of their seniority in the classification on a plant-wide basis. Employees so reduced will be returned to the classification from which they were transferred, seniority permitting. Adjustments between the various departments in the Divisions will be made without loss of time to those employees who are entitled by their seniority to remain in a non-interchangeable occupational group. Employees reduced from the non-interchangeable occupational groups will be placed in the general or clearing group and the reduction in force shall be made by reducing the general group to the needs of the Division.

After seniority employees in the general group from each Division have been laid off, the seniority level between the various clearing groups shall be established as quickly as possible and within ten days laid off employees, whose seniority permits them to remain on the payroll, will be adjusted to the various groups in the Divisions.

D-Application of Paragraph #63

It is understood in this Division that the application of Paragraph #63 shall be on the basis that when higher paid jobs are open, the employees within the specific seniority unit in each plant will be the employees in the Delco-Remy Division who are entitled to be considered for such higher paid jobs.

E - Application of Paragraph #67

Laying off and rehiring employees: Employees with the least seniority in the occupational groups shall be laid off first and rehired in reverse order in accordance with the above plan.

GENERAL PROVISIONS

1. All of the provisions of this Agreement apply to employees having seniority and do not apply to temporary employees.
2. Management agrees that it will continue its present policy of giving employees who are laid off a twenty-four notice whenever possible.
3. Seniority from Non-Interchangeable Occupational Group to Clearing Group: When an employee is transferred from a non-interchangeable occupational group to the clearing group, he will assume his place according to seniority within the clearing group on the date of transfer. It is understood at this Division that such a policy is in full accord with Paragraph #62 of the National Agreement.
4. The term "reduction in force" in this Agreement means that the force is being reduced to the extent that employees are being severed from the Delco-Remy payroll, and does not mean reduction in departments or plants where the employees are merely transferred to other work.

5. In the reduction of force, employes having the same seniority date will be handled alphabetically "A" to "Z"; meaning, that if there are twenty people on a given seniority date and it is only necessary to reduce ten of these people, then the ten who would remain on the payroll would be that ten whose names are closest to "A".

6. In those classifications where it is agreed that apprentices will be used for the purpose of replacing journeymen, further replacements should be made from the Apprentice and General Motors Technical Student's programs which will eliminate the problem of carrying production seniority into any of these Divisions. The provisions of Paragraph #137 as to Seniority of apprentices shall apply.

7. The seniority of upgraded employes and trainees shall be governed by Paragraphs #152 and #161 of the National Agreement.

8. It is the belief of the Management and the Union that under normal conditions this is a workable seniority agreement. However, it is fully realized that we are unable to know all the problems that might arise in the future, such as, conversion programs, return from military forces, etc., and should such contingencies arise making this plan unworkable, special negotiations to meet the conditions will be made at the time these problems arise.

9. There are two separate seniority agreements in effect covering the Anderson, Indiana, plants of the Delco-Remy Division. In addition to the instant Agreement, an agreement covering the Production and Inspection Divisions is in existence. Both of these agreements provide for clearing groups. It is understood that employes are interchangeable on a seniority basis between the two clearing groups which are established by the above mentioned Agreement. The time element between these two clearing groups shall be in accordance with Paragraph #4 under Section C of this Agreement.

10. This Agreement shall continue in full force and effect until terminated by either party or changed by consent of both parties. Either party may terminate this Agreement by giving thirty (30) days' notice in writing. If either party desires to modify or change the Agreement, it shall at least thirty (30) days prior to the date when it proposes that such change or modification becomes effective, give notice in writing of the proposed change or modification. The other party, within ten days after receipt of said notice, shall either accept or reject the proposal or require a conference to negotiate the proposal.

Local #662, International Union      Delco-Remy Division  
United Automobile Workers of America      General Motors Corporation

Supplementary agreement between the International Union,  
U.A.W.-C.I.O., and General Motors Corporation which shall  
be known as Supplement#1 to the October 19, 1942 Agreement.

It is agreed between the parties hereto that Paragraph  
58 of the October 19, 1942 Agreement is hereby cancelled and  
shall be superseded by the following:

"When an employe acquires seniority, his name shall be  
placed on the seniority list for his occupational group  
in the order of the date of hiring except as provided  
in the preceding paragraph. Men and women shall be  
divided into separate non-interchangeable occupational  
groups unless otherwise negotiated locally. If negotia-  
tions are requested by either party and are not concluded  
within sixty (60) days from the date of such request, the  
matter will be reviewed between representatives of the  
Corporation and the International Union."

This agreement is subject to ratification by the local  
unions involved and shall not become effective until written  
notification of such ratification is received from the Inter-  
national Union by the Corporation.

INTERNATIONAL UNION, UAW-CIO

Signed:  
Walter P. Reuther  
Elwin J. Corbin  
Anthony S. Zuccarello  
Chester E. Gordon  
R. A. Schuler  
Charles K. Beckman  
Clarence L. Lyons  
Robert Wilson  
C. V. O'Halloran

GENERAL MOTORS CORPORATION

Signed:  
H. W. Anderson  
Harry B. Coen  
Louis G. Seaton

THIS PARAGRAPH IS TO BE VOTED ON BY THE MEMBERSHIP AT THE NEXT  
REGULAR MEETING TUESDAY MAY 2nd 1944

*Change  
in  
Master  
Contract  
Referendum  
vote being  
taken now.*

#46

DELCO-REMY DIVISION  
Anderson, Indiana

"Women's Agreement"

COPY

X SUPPLEMENT #3 TO LOCAL WAGE AGREEMENT

This Agreement entered into this 27, day of September, 1943 between the Delco-Remy Division of General Motors Corporation, Anderson, Indiana and Local #662 of the U.A.W.A. covers wage rates and job classifications on which all women represented by Local #662 U.A.W.A. are working.

The Union hereby agrees to and accepts this Agreement as being in full and complete compliance on the part of Delco-Remy Division with the requirements of Par. #109-C of the National Agreement between General Motors Corporation and the International Union dated October 19, 1943.

The Union and Management agree to the rates in Schedule A (Attached) which cover all rates and job classifications on which female employees are now working. These rates shall be effective as of the above date when properly approved.

The starting rate will be increased to 80¢ per hour. The rate progression to the maximum of the classifications will be in accordance with local wage agreement dated March 8, 1943.

It is agreed that when women replace men on jobs they are capable of doing in the following male classifications which are similar to the female classifications listed in Schedule A (Attached) such women will be classified and paid according to the corresponding female classification listed in Schedule A (Attached):

- Assembly
- Braiding
- Drilling - average operation - general
- Enamel, Duco, Bonderite Conveyor Tender
- Filing and Burring
- Presses -(Punch) up to and including #4 Presses)
- Soldering
- Thread & Tap - General Knurl
- Welding - Spot & Butt (use 7620 for welding tube)
- Inspector - Assembly, mechanical and/or electrical
- Inspector - Parts - Machine - Bench & Floor
- Sweeper and Janitor
- Stock Picker, Counter, Bundler & Packer (Male)
- Armature Builder, Unskilled
- Armature Builder - Generator Armature - Skilled
- Winding - All Other Coils
- Winding - Armature - Plant #6
- Taper
- Checker - Receiving, Shipping & Processing

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SCHEDULE A - OF SUPPLEMENTARY AGREEMENT

DATED SEPTEMBER 27, 1943

<u>Classifications</u>	<u>Hiring Rate</u>	<u>Maximum Rate</u>
Braiding - Final	.80	.96
Winding - Armature - Machine	.80	.96
Winding - Armature - Hand	.80	.96
Armature Bldg.-Connecting Armatures-Machine	.80	.96
Armature Bldg. - Commutator - Hand	.80	.96
Taper - Harness	.80	.96
Winding - All other Coils - Field Coils	.80	.96
Taper - Coil	.80	.96
Armature Bldg. - Coil Placing - Hand	.80	.96
Armature Bldg. - Connecting Armature - Hand	.80	.96
Armature Bldg. - Connecting Armature - Hand Plant#2	.80	.96
Winding - all other Coils (Armature)	.80	.96
Armature Bldg. - Coil Placing Machine	.80	.96
Winding - Secondary Coils	.80	.96
Braiding, sub	.80	.94
Point Setting	.80	.94
Winding - all other coils - primary	.80	.94
Winding - all other coils shunt	.80	.94
Winding - all other coils - condensers	.80	.94
Winding - all other coils - solenoid magneto switch machine	.80	.94
Winding - all other coils - magneto coils winders - hand	.80	.94
Armature Building - Coil Pepering	.80	.92
Inspector - Regulator - Final Assembly	.80	.92
Inspector - Plating	.80	.92
Inspector - Preliminary Harness	.80	.92
Inspector - Armature Winding	.80	.92
Assembly - All other riveting classed as 298)	.80	.90
Drilling - General	.80	.90
Enamel, Duco, Bonderite Conveyor Tender	.80	.90
Filing and Burring	.80	.90
Pantograph Engraver	.80	.90
Punch Press Operator	.80	.90
Soldering - Hand	.80	.90
Thread & Tap - General	.80	.90
Welder - Machine - Spot	.80	.90
Winding - All other coils - Resistance	.80	.90
Inspector - Assembly - Final	.80	.90
Inspector	.80	.90
Counter - Receiving - Shipping - Processing	.80	.90
Stock Picker, Counter, Bundler and Packer	.80	.90
Janitress	.80	.81

C O N T R A C T

This CONTRACT between Ken-Rad Tube & Lamp Corporation, of Owensboro, Kentucky, hereinafter referred to as "Company", and United Automobile Workers of America, affiliated with the American Federation of Labor, and its local Union No. 783, of Owensboro, Kentucky, hereinafter referred to as "Union":

## WITNESSETH:

1. Pursuant to certification and direction of the National Labor Relations Board, the Company hereby recognizes the Union as the exclusive representative of its employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.
2. The term "employee" as used in this contract means all production and maintenance employees of the Company now employed or hereafter employed in its plants in Owensboro, Kentucky, including factory clerks and departmental maintenance men and women, but excluding foremen, assistant foremen, instructors, watchmen, plant protection employees, office employees, time keepers, engineers and nurses.
3. The purpose of this contract is to fix the rates of pay, wages, hours of employment, and conditions of employment of the employees mentioned.

## MAINTENANCE OF MEMBERSHIP

All employees who are now members of the Union in good standing in accordance with its constitution and by-laws, and all employees who hereafter voluntarily become members shall, as a condition of employment, remain members of the Union in good standing for the duration of this contract.

If any dispute arises as to whether an employee is or is not a member of the Union in good standing, the question with respect thereto shall be adjudicated by an arbitrator appointed by the National War Labor Board, whose decision shall be final and binding on the Union, the employees and the Company.

The Union agrees that neither it nor any of its officers or members will intimidate or coerce employees into membership in the Union. If any dispute arises hereunder the same shall be regarded as a grievance and submitted to the grievance procedure provided for herein.

#### GRIEVANCES AND PROCEDURE FOR HANDLING

1. A conscientious effort shall be made to settle all grievances of employees according to the following procedure:

(a) - Definition. "Personnel director" as used in this paragraph shall mean the personnel director or such other representative of the Company as the Company may direct to handle grievances.

(b) - Any employee who feels that he has a grievance shall first submit same in writing to the foreman of his department and to the representative of the Union in his department designated by the Union to receive such grievance. The foreman shall note his decision or action on said grievance in writing and shall affix his signature thereto. If the grievance is not settled by the foreman within a time satisfactory to the complaining employee, then signed triplicate copies of said grievance shall be delivered by the employee or Union as follows: one to the personnel director, one to the properly designated representative of the Union in the department of the complaining employee, and one shall be retained by the complaining employee. Suitable forms for this purpose shall be furnished by the company.

(c) - It shall then be the duty of such personnel director to handle said grievance, to adjust or dispose of the grievance as soon as possible but, in any event, within three working days after the day of receipt of such written copy, and to give a written statement showing the disposition of the grievance to the complaining employee and a copy of such statement to said properly designated representative of the Union in the department of the complaining employee.

(d) - Grievances not satisfactorily adjusted or settled through the steps provided for in paragraphs (b) and (c) above shall immediately, but in no event later than three working days after the expiration of the time set forth in paragraphs (b) and (c), be taken

up for consideration by a committee designated by the Company to handle same and a committee of representatives designated by the Union for that purpose.

(e) - Any grievances remaining unsettled for a period of three working days after submission to said committees shall, upon request of either party, be referred to an arbitration committee of three members, whose decision in settlement of the grievance shall be final and binding upon the parties. One of the members of said arbitration committee shall be selected by the Company and another by the Union, and the third member of said committee shall be selected by the mutual agreement of the two first members mentioned. If said two first members are unable to agree in the selection of the third member within three working days, then said third member shall be selected and designated by the Judge of the United States District Court for the Western District of Kentucky upon request of either party.

(f) - If the Union has a grievance, same shall be submitted by the Union to the personnel director and the remainder of the grievance procedure shall govern.

(g) - In the settlement of all grievances each party shall be entitled to be present and to be represented by duly accredited representatives.

2. It is agreed that there shall be no lockout by the Company, and that there shall be no walkout, sitdown, slowdown, cessation, curtailment of production, or restriction of work of any kind or for any cause on account of any grievance or controversy whatsoever by the Union, any of its members, or any employee until the procedure outlined above shall have been completely exhausted. Any employee violating the terms of this paragraph shall be deemed to have voluntarily terminated his or her employment. However, the question as to whether an employee has violated the terms of this paragraph shall be subject to the grievance procedure provided for herein.

#### SENIORITY

1. It is agreed that in case of increase or decrease in the number of employees, and in the promotion of employees to better and higher paid jobs, the principles of seniority as herein set forth shall be in effect.

2. Seniority means preference in employment based: first, on the length of continuous service with the Company; and, second, the qualifications and ability of the employee to perform the work involved. Proof of violation of seniority by the Company shall entitle the aggrieved employee to payment of such sums as he would have received had his seniority not been violated: provided, complaint is made within seven (7) working days after the commencement of the violation.
3. Seniority shall be by departments in the respective plants regardless of shifts, and departments shall be those divisions which are recognized by the parties as departments, such as mounting, grid, S.E.B., etc.
4. All employees shall be placed on a seniority list as of his or her last hiring date, and a current seniority list according to such dates, for each department, will be furnished by the Company to the department committeeman at least once every three months, if requested. The company shall, each week, furnish the Union with a list of new and terminated employees for the previous week.
5. An employee temporarily transferred from one department to another shall retain his seniority in the original department, but will become a junior employee in the department to which transfer was made. An employee whose department or position has been abolished, shall retain his seniority in any other department to which he may be transferred or placed.
6. No new employee will be hired in any department until all available and qualified laid off employees on the seniority list in that or any other department have been given an opportunity to fill the vacancies. All employees who are laid off shall keep the Company informed as to their current address, telephone number, or the nearest telephone number at which they may be reached, and their failure to do so shall be justification for the latter to fill such vacancies with new employees.
7. Department committeemen and members of the bargaining committee shall head the seniority list in their respective departments during the term of their office.
8. Seniority shall be broken for the following reasons: (a) if the employee voluntarily quits: (b) is discharged for cause; (c) fails to return to work within three working days without a satisfactory

reason after being notified, in writing, by the company, at his last address on the company's records to report to work; or, (d) is promoted to a supervisory position.

9. Any employee who is laid off in his department due to slackening of work will be given temporary transfer to any other department where work is available, unless it is mutually agreed he cannot do the work, retaining his seniority in his own department. In all temporary transfers, seniority shall be as of the date of hiring and shall be used by all transferred employees, between themselves, in the departments to which temporary transfers are made.

10 Any employee may transfer permanently to another department in which a vacancy exists, but will become the junior to all employees in the department to which transfer is made. If the transfer is to be permanent, the employee shall be given thirty (30) days probation in the new department and if he proves to the satisfaction of the parties hereto that he can handle the operation, he will receive the rate of pay of that operation. If the employee is found, by the parties hereto, to be incapable of holding the new job at the end of thirty days probation period, the employee shall be returned to the job from which he was transferred, without loss of seniority in the department from which the transfer was made. All transferred from one department to another become effective only after all employees in line according to seniority in the department to which such transfers are to be made are called and given an opportunity to fill the opening.

#### LEAVES OF ABSENCE

1. The seniority of employees who join the armed forces of the United States will accumulate during the period of their service, and their re-employment at the termination of such service shall be governed by and subject to the terms and provisions of the Selective Training and Service Act of 1940, and amendments thereto.

2. Any employee selected by the Union to perform duties which would remove him from his employment for a period of not more than one (1) year, shall, upon written request of the Union, be granted a leave of absence by the Company for said period, and shall be re-employed at

the end of said period, according to his seniority, at the then current rate of pay. Seniority will accumulate during the period of such leave. It is understood that this paragraph permits only three (3) employees being absent on such a leave at any one time.

3. Leaves of absence for two (2) weeks or less may be granted for just cause by the employee's foreman, without discrimination. No leave of absence in excess of two (2) weeks, except as provided in paragraph 2 hereof, shall be granted any employee unless approved by the management of the Company and the bargaining committee of the Union.

#### DISCHARGES AND DISCIPLINARY LAY-OFFS

1. The management of the Company has the right to hire, suspend or discharge employees for just cause, or to transfer or relieve employees from duty because of lack of work or for other legitimate reasons. The above rights are not to be used for the purpose of discrimination against any employee.

2. Whether an employee has been unjustly discharged or dealt with shall be determined under the grievance procedure provided for herein. Any employee found, under said procedure, to have been unjustly discharged or dealt with shall be re-instated with or without all or a part of pay for time lost as may be mutually agreed under the grievance procedure.

#### CALL-IN PAY

Employees called to work, or permitted to come to work without having been properly notified that there would be no work, shall receive a minimum of at least two (2) hours pay at the standard hourly rate, unless such failure to work or to have work in the plant for such employees is due to fire, flood, acts of God, or other cause or causes beyond the control of the Company.

#### WORK WEEK AND HOURS OF WORK

The Company shall continue to operate on the basis of the present work week and work shifts.

Time and one-half shall be paid for all work over eight (8) Hours

in any one day and over forty (40) hours in any one week.

Double time shall be paid on the seventh (7th) consecutive day worked and time and one-half for the following holidays:

New Years Day  
Either Decoration Day (May 30)  
or Armistice Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas

It is understood that the parties may make any changes in this respect that they may agree upon, provided that such changes shall not conflict with Executive Order 9240, or any Federal or State law applicable thereto.

#### PRODUCTION STANDARDS

1. Production standards shall be established on the basis of fairness and equity, consistent with the quality of workmanship, efficiency of operations, and the reasonable working capacity of average operators.
2. When standards of production prove to be inequitable or excessive an employee may complain to his foreman with respect to same, and if such complaint is not adjusted, then a new time study will be made and the standards properly adjusted.

#### JOB EVALUATION

The Company is committed to the adoption of a job evaluation plan for all production workers, whether piece-workers or hourly rated; and it proposes, as rapidly as possible, to make the necessary studies and to introduce such job evaluation plan. When the details of the plan have been worked out, the Company agrees to submit them to the Union and, if agreement can be had upon the plan, it will be accepted by the parties and made a part of this agreement between them. The Company agrees that it will do everything within its power to disclose the full details of this plan to the Union so that it may be thoroughly understood by both parties.

#### BULLETIN BOARDS

The Company agrees to furnish or provide a bulletin board or

bulletin board space in each of its departments to be used exclusively by the Union for the purpose of posting notices of its meetings, and such other notices or information as may be approved, before posting, by the Company, in writing. Notices or any other matter not in conformity herewith may be removed by the Company.

#### REST PERIODS

All employees shall be allowed two (2) ten minute rest periods each full work day; one in the forenoon and one in the afternoon, at such times as may be fixed by the foremen of the respective departments. Such rest periods for the night shift shall be arranged one before and one after midnight. The rest periods shall not be deducted from the regular lunch hour nor in figuring wages of employees.

#### VACATIONS WITH PAY

The Company shall grant one week's vacation with pay to each employee on its pay-roll continuously for a period of one (1) year prior to June 1st of each year (commencing with June 1, 1943), and which vacation shall amount to forty (40) hours earnings based upon fixed hourly or piece work rates, exclusive of over-time, and are to be computed on the average weekly earnings for the three (3) months prior to May 1st of each year (commencing with May 1, 1943).

Said vacations shall be taken, so far as is practicable, during July and August of each year, and the Company shall have the privilege of fixing the time for such vacations during said months after discussing the matter with the bargaining committee of the Union. Senior employees shall be given preference in vacation dates.

If in any year the demand for the products of the company or the condition of its business makes the granting of such vacations impracticable or unfeasible, then said employees shall receive in lieu of such vacation forty (40) hours pay figures on the above basis.

It is understood and agreed that the condition of the business of the company may be such during the above mentioned time that it would be advisable to grant a vacation to only a part of such employees. By mutual agreement said employees shall receive either one (1) weeks vacation with pay or one (1) weeks pay in lieu thereof, on above basis.

## WAGES

1. The Company shall grant a general wage increase of three (3¢) cents per hour in the wage rates effective on April 13, 1944 of all classifications, except those of millwrights (class A), machinists (class A), and electricians (class A), whose rates shall remain unchanged. Wage adjustments to correct inequalities in individual cases made since April 14, 1944 shall remain in effect unless renegotiated by the parties.
2. The Company shall establish a minimum going rate of 50¢ per hour for all classifications, except those of learners and starters, whose minimum rates shall be 40¢ per hour. Learners and starters shall be increased by 5¢ per hour thirty (30) days after date of hiring and shall be increased an additional 5¢ per hour eighty-four (84) days after the date of hiring, so that all employees who have been in the employ of the Company for a period of eighty-four (84) days or more shall receive not less than 50¢ per hour.
3. The Company shall pay a premium of 5¢ per hour to all employees who work on the night shift.
4. The above increases shall be applicable only as to present employees and future employees, and shall be retroactive to September 4th, 1942 only as to present employees and those persons now in the Armed Services who were employees as of September 4, 1942 or thereafter. For the purpose of figuring retroactive pay to said date, and for no other purpose, learners and starters shall be figured at a starting rate of forty (40¢) cents per hour, which shall be figured as being increased five (5¢) cents per hour thirty (30) days after the date of hiring, and which shall be figured as being increased an additional 5¢ per hour forty-five (45) days after date of hiring.

The Company shall begin to make said retroactive payments in lump sums within thirty (30) days from the date hereof and shall continue to make same as rapidly as calculations can be made.
5. Female employees shall receive equal pay to that of men employees for work on comparable jobs, where that work is equally in quality and quantity to that of men.

#### CHECK-OFF

All dues of the members of the Union shall be checked off the wages of the members of said organization by the Company, and shall be remitted to the treasurer of Local No. 783 not later than the 15th day of the following month. The Union shall inform the Company as to the amount of dues and shall furnish the Company a current list of its members to be used in connection with such check-off. If any dispute arises as to whether an employee is a member of the Union or subject to such check-off, said dispute shall be handled and disposed of under the grievance procedure provided for herein.

#### MISCELLANEOUS

1. When employees are required to work overtime, they shall not be laid off or required to come work late the succeeding working day in order to equalize such overtime work.
2. The Company agrees to comply with all Federal and State laws pertaining to the safety and sanitation of its plants and the health of its employees, and it agrees to make such other and further improvements, in addition to those required by law, for the safety, health and welfare of its employees as are reasonable and proper under the circumstances.
3. No foreman or assistant foreman shall do any production work, except for instructive purposes, unless in the event of any emergency.
4. The Company agrees that it will not farm out any of its work to any other plant or plants for the purpose of curtailing or reducing employment in its plants covered by this contract.
5. The Company agrees to furnish reasonable adequate rest room space in its present plants for the use of its employees during the rest periods, before starting time, and during lunch time, when the production demands of the Company permit the use of necessary space and the Company can conveniently spare same for such purpose.
6. Milk will be made available in the plants of the Company for purchase by its employees as soon as suitable vending machines can be obtained for same and will be continued to be made available therein so long as it is obtainable through responsible and reputable milk dealers in the city wherein the plants covered by this contract are located.

However, where possible, soft drinks may be made available if the use of same will not interfere with the products manufactured by the Company.

7. Nurses of the Company will not visit the home, residence, or boarding house of any employee who has requested in writing that such visits not be made.

8. No employee shall be permitted to start work prior to the regular starting time, and each employee's pay shall begin from the time he starts work.

9. Present equipment in the plants of the Company shall be utilized as far as practicable to reduce temperature therein. A careful study of this subject will be continued by the company.

10. The Company agrees to furnish proper equipment for the protection of all employees working with destructive acids.

11. The Ken-Rad Tube and Lamp Corporation is the successor to all the assets and liabilities of the Ken-Rad Transmitting Tube Corporation. The liabilities hereunder to employees includes former employees of the Ken-Rad Transmitting Tube Corporation who are now employees in Ken-Rad Tube and Lamp Corporation or who are now in the Armed Services.

#### DURATION OF CONTRACT

This contract shall continue in full force and effect for a period of one (1) year from date hereof.

The parties shall begin negotiations for renewals, changes, alterations or amendments hereof for the next ensuing yearly period at least thirty (30) days prior to the expiration date hereof.

IN WITNESS WHEREOF, the parties hereto, after due authorization and motion or resolution, have affixed and subscribed their names by and through their proper representatives and agents, this the 16 day of May, 1944. Multiple copies of this Contract have been signed, executed and delivered by the parties hereto and each of same so signed, executed and delivered shall, for all intents and purposes, be deemed and treated as an original. All signatures to this Contract are affixed to the following page (page 12) hereof.

Pages missing in original

CREAM CITY LODGE LOCAL 1061

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AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 1943, by and between CUTLER-HAMMER, INC., party of the first part, and the INTERNATIONAL ASSOCIATION OF MACHINISTS, LODGE NO. 1061, party of the second part, both of the City and County of Milwaukee, State of Wisconsin, WITNESSETH:

Article I

The party of the first part agrees that the party of the second part will be the bargaining agent for all shop employees excluding foremen, assistant foremen, time study and rate setting men, and inspectors directly trusted with the control of quality.

The above shall not exclude from membership inspectors assigned to departments.

Article II

A. The Company agrees that when in need of additional help it will give preference to Union members, and when it is impossible for the Union to furnish such help, then the Company will secure such help as is available.

B. The Company agrees that, in laying off help, preference will be given to Union members up to a seniority of five years; beyond that, preference will be given to Union members when seniority and other conditions are equal.

C. The Company agrees to give preference to Union members when making transfers from one department to another, in accordance with memorandum dated September 23, 1943.

D. Exceptions to these provisions may be made by mutual agreement between the Management and the Shop Committee.

Article III

A. Seniority shall start after sixty (60) days' continuous employment by the Company in one department, and such seniority shall prevail departmentally or by occupational groups where necessary. It shall be the policy before laying off any employees to move them from one work classification to another, wherever consistent with experience and skill. When this policy is followed and employees are moved from a higher work classification to a lower, a rate reduction will be made to the highest rate paid for the work to which the employees are transferred, and further, it shall be the policy of the Company to

transfer such employees back to their original classification and restore their original rate before recalling or rehiring other employees for such work. Employees who are temporarily transferred to another job or classification in connection with normal shop operations (to help out on another job or to take another employee's place while such employee is absent for usual ordinary reasons) shall not suffer a reduction in their hourly rate as a result of such transfer.

This provision does not apply to transfers made as a result of the exercising or application of seniority in case of reduction of force or the curtailment of production. In such cases (as hereinbefore set forth) employees transferred to a job or classification paying a lower rate, the change in rate shall not be made for at least one week from date of transfer.

B. It is further agreed that in case of a transfer into a higher work classification, following a probationary period, an employee shall be paid the lowest rate in the group, or he shall retain his former rate if it happens to be greater. Thirty (30) days shall be considered a probationary period.

C. In case of a transfer, an employee shall retain his seniority in the former department for a period of one (1) year. If at the end of one (1) year he remains in the new department, his seniority in the former department shall be transferred to the new department.

D. Foremen, before laying off or rehiring employees, shall supply the departmental committeemen with lists of the employees affected twenty-four (24) hours before action is taken.

E. A part time supervisor shall in no case replace a production worker of greater seniority unless the matter has been brought up in a Shop Committee meeting and mutually agreed to.

F. While the final decision rests with the Management, the Company will endeavor to recognize seniority in the transfer or promotion of an employee within a department or from one department to another.

G. The Company shall give to the Shop Committee or its representatives access to the seniority files now kept in the Employment Office.

✓ H. Seniority in case of a lay-off, shall be retained for a period of one (1) year, or for one-half ( $\frac{1}{2}$ ) of the established seniority, whichever is greater.

I. In case of prolonged sickness, each case is to be handled individually by the Shop Committee and the Management.

✓ J. The following program will be adhered to when it becomes necessary to reduce forces from a forty (40) hour schedule:

- ✓1. Provisions of Article II will be adhered to.
  - ✓2. Employees who have sixty (60) days' service or less will be laid off.
  - ✓3. Reduce hours to thirty-five (35) per week.
- ✓K. Should more reductions be necessary thereafter, seniority as defined shall prevail.
- L. When it becomes necessary to increase hours in a department above a thirty-five (35) hour schedule, rehiring shall begin.
- ✓M. Following a lay-off, a person who is recalled must report within three (3) days or offer a satisfactory explanation in order to retain his service record intact.
- N. Departmental Committeemen, Shop Committeemen, members of the bargaining committee, and officers of the Union shall head the seniority list in their respective departments.
- O. Employees who leave the service of the Company for military or naval service or who are drafted for defense work shall be accorded their former seniority provided they have received an honorable discharge, are physically and mentally competent, and report for work within ninety (90) days. (During the entire period of military or naval service or conscripted defense work, seniority shall accumulate.)
- ✓P. Exceptions to this Article, however, may be made by mutual consent of the Company and the Shop Committee. Common sense and good judgment will play an important part in the handling of the application of seniority rules.

#### Article IV

- A. No foreman or assistant foreman shall be permitted to perform work or operations of any employees at any time except for the purpose of necessary special service.
- B. The number of indentured apprentices in the plant at any one time shall be limited to sixty (60). The following shall be considered trade groups: Tool makers, pattern makers, and machinists.
- C. An indentured apprentice shall be exempt from the seniority provisions of this agreement until he has completed his contract, at which time he shall be credited with two years' seniority in the group for which he was indentured.
- D. The parties to this agreement shall name an apprenticeship committee of equal representation. This committee shall cooperate with the supervisor of apprenticeship of the Industrial Commission of the State of Wisconsin, in the conduct of apprenticeship according to the terms of the apprenticeship law, Chapter 106 of the Statutes.

Every apprentice shall be indentured pursuant to Chapter 106 and shall comply with the apprenticeship standards jointly developed by District No. 10, International Association of Machinists, and Representative Employers in collaboration with the Industrial Commission of the State of Wisconsin.

E. The number of co-op students and student engineers assigned to work in the shop shall at no time exceed two (2) per cent of the total employees covered by this agreement. Indentured apprentices and co-op students shall not, at any time, work longer hours than the department to which they are assigned. The hiring and laying off of indentured apprentices, student engineers and co-op students shall be within the discretion of the Company. Student engineers and co-op students shall be permitted to work on any work assigned by the department head.

#### Article V

A. Monday will be considered the first day of the regularly scheduled work week. Time and one-half will be paid for all hours over eight (8) in one day.

B. With the exception of building service employees, double time will be paid for Sundays and the following holidays: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

C. With the exception of building service employees, time and one-half will be paid for all Saturday work.

D. Building service employees referred to above are construction painters and watchmen.

E. No work will be performed on Labor Day except in extreme emergencies.

F. Facilities being equal, all work will be distributed as equally as possible among departments.

G. Overtime and straight time will be distributed as equally as possible within occupational groups.

H. It will be the policy of the Management to maintain the hours of individuals in given sections of the Tool Room, Pattern Shop, and Maintenance Department as nearly uniform as efficient operation, reasonable costs, and other conditions will permit. Records showing the deviation in hours of all individuals from normal hours, beginning with the effective date of this clause, will be made available to anyone who cares to use them. The sections referred to above, in the Tool Room, will be defined as 12th Street Metal Section, 12th Street Moulding Section, and Orchard Street Maintenance Section. The sections of the Pattern Shop will be Metal Section and Wood Section. The sections of the Maintenance Department will be Machinists, Electricians,

Pipe Fitters, Millwrights, Tinnerns, and Welders. It will remain the policy of the Management to move people from one section to another within a department to aid in effecting the control of hours.

#### Article VI

A. Any employee called in an emergency and asked to report immediately outside his regular working hours will be given credit for eight (8) attendance hours even though the job may be shorter, the right being reserved to give the individual additional work provided he has not already worked his regular shift that day.

B. Anyone asked to report, due notice being given at any time during the previous day or earlier, will be given credit for at least four (4) attendance hours, the right being reserved to give the employee additional work if the job for which he was called in proves shorter than four (4) hours.

C. Anyone asked to work on Sunday or the above holidays will be given credit for eight (8) attendance hours even though the job may be shorter, the right being reserved to give the employee additional work, if the conditions warrant.

D. Employees working on night shifts (shifts extending beyond 6:00 P.M.) shall be granted the following premiums:

Second shift five cents (5¢) per hour.

Third shift seven cents (7¢) per hour.

Men regularly on day shift asked to work occasionally into hours of the second shift are not to participate in this premium.

E. Pay for attendance hours covered by the provisions of this Article shall be calculated at the established hourly rate of the employee affected.

F. Employees who are hired for temporary work shall be given a written notice to that effect when hired. Temporary employment will not be used except for construction work.

✓ G. When a vacancy occurs on the day shift, the night shift worker with the greater seniority in his group shall be given the opportunity to be transferred to the day shift.

✓ H. Employees working on night shifts shall be given preference when a vacancy occurs or additional help is needed on day shift.

✓ I. No employee shall be transferred from the day shift to the second or third shift unless the reason for transfer be given in writing.

#### Article VII

A. The party of the first part agrees to meet with the committees to adjust complaints which may arise, and will not discriminate

against any member of the Union because of such membership. The following complaint procedure has been established: The aggrieved member shall report the complaint to the steward. The steward will report complaint to his foreman. If the steward and the foreman fail to adjust the complaint within a reasonable time, the steward shall call upon his shop committeeman to assist him in settling such complaint either with the foreman or the person designated by the foreman; failing in this the steward shall put complaint in writing, to be brought before the Management and the Shop Committee.

B. Committeemen will be compensated at their hourly rate for time consumed in taking up such grievances.

C. The Management agrees, upon request of the Shop Committee, to review the hourly rate of any individual employee.

#### Article VIII

Any employee seeking a leave of absence shall present his case to the Management for decision. ~~No leave of absence shall be granted for more than thirty (30) days except by consent of both parties. Notice of leave of absence granted to employees will be furnished to the proper committees of Machinists' Lodge No. 1061.~~

#### Article IX

The Management and the Union will jointly petition the War Labor Board for adjustments in entrance rates and rate ranges, in accordance with the following schedule. This schedule was developed and mutually agreed to by the regular Collective Bargaining Committee of the Union, and the Management.

A. The automatic increase schedule for new, inexperienced male employees, who have not previously been employed by the Company, shall not be less than the following rates:

	<u>Hourly Basis</u>	<u>Incentive Basis</u>
Start.....	65¢ per hour	65¢ per hour
At end of one month.....	70¢ per hour	65¢ per hour
At end of three months....	75¢ per hour	65¢ per hour

The automatic increase schedule for new, inexperienced women employees, who have not previously been employed by the Company, shall not be less than the following rates:

	<u>Hourly Basis</u>	<u>Incentive Basis</u>
Start.....	60¢ per hour	60¢ per hour
At end of one month.....	65¢ per hour	60¢ per hour
At end of three months....	70¢ per hour	60¢ per hour

(When permission is granted to adopt the above schedule, employees already in the service of the Company, working on the old)

schedule, will have their rates adjusted to conform with the new schedule.

B. The Management and the Union will jointly petition the War Labor Board for permission to increase the present male wage rate ranges in each existing day worker job classification of the Company five cents (5¢) per hour, with a like increase to all day workers in each such job classification, in order that the present equitable distribution of rates will not be disturbed by the higher starting rates.

The Management and the Union will likewise jointly petition the War Labor Board for permission to increase the present male wage rate ranges in each existing incentive job classification of the Company four cents (4¢) per hour, with a like increase to all incentive-workers in each such job classification, in order to maintain the present equitable distribution of rates.

The Management and the Union will further jointly petition the War Labor Board for permission to increase the present female wage rate ranges in each existing day worker job classification of the Company six cents (6¢) per hour, with a like increase to all day workers in each such job classification, in order that the present equitable distribution of rates will not be disturbed by the higher starting rates.

The Management and the Union will likewise jointly petition the War Labor Board for permission to increase the present female wage rate ranges in each existing incentive job classification of the Company five cents (5¢) per hour, with a like increase to all incentive-workers in each such job classification, in order to maintain the present equitable distribution of rates.

The joint petition to the War Labor Board will outline completely the present schedule of wage rate ranges in both the day worker and incentive-worker job classifications, together with all necessary substantiating data.

All wage adjustments in starting rates and increases in wage rate ranges herein specified shall be retroactive to January 1, 1944, and effective as of that date.

It is agreed and understood that the Company's policy with regard to the types of work performed by men and women will not be changed because of the variation in starting and minimum rates. The determination of the different types of work to be considered men's and women's work shall be made by the Shop Committee. This paragraph shall be interpreted in accordance with letter and supplement dated June 19, 1941 and July 14, 1941, respectively, written to the Union.

C. The minimum rate established by District No. 10, International Association of Machinists, of One Dollar and Twenty-five cents (\$1.25) per hour shall be effective July 1, 1942, for tool makers, die makers, pattern makers, jig and fixture makers, and gauge makers.

The minimum rate established by District No. 10, International Association of Machinists, of One Dollar and Fifteen cents (\$1.15) per hour shall be effective July 1, 1942, for tool room journeymen machinists.

D. It is further agreed that either party hereto may reopen wage negotiations provided such party shall give to the other thirty (30) days' notice, in writing, expressing a desire to reopen this question; provided further, however, that there shall be a lapse of a minimum of six (6) months between such wage negotiation reopenings.

#### Article X

A. The Company agrees not to transfer any of its work to any of its other plants or to any other concern for the purpose of discriminating against the Union.

B. The Company shall not require the members of the Union to work on material emanating from plants in which there is a labor controversy.

C. Every effort shall be made to stabilize production in the plant.

#### Article XI

In order to still further improve the relationship between the Union and the Company, the Union stresses to its membership the necessity of cooperating with the Company management in the improvement of efficient plant operations, the elimination of waste of material and time, and in the application of all of the policies which are part of, or incorporated in this agreement. The Union and the Company acknowledge that limitations of earnings of both the Company and their employees will be removed if the above recommendations are followed. Therefore:

The following time study and incentive policy as approved by the Management and the Union shall be in force throughout the life of this Agreement. The time standards established on jobs or operations shall include reasonable personal, rest and incidental allowances. The Standards Department shall be responsible for the setting of time standards, but the supervision shall be responsible for stating that methods and set-up are correct. Time studies shall be made exactly as in the past.

Measured hour standards are guaranteed against change except as follows:

1. Due to obvious clerical errors in computation or recording.
2. Due to change in method, tooling, process, or design which definitely makes the job easier or harder.
3. Due to obvious errors in establishing the standard, and then only by mutual consent with the employees involved.

The Company wishes to reserve the right to time study any job for the purpose of maintaining basics or training people and not for the purpose of changing established rates, except as provided for above. Records will be kept specifying the reasons for all future changes in time standards.

The Management acknowledges that there is a definite problem surrounding estimated jobs, short-run jobs, jobs which are in abnormal trouble due to defective material, shortage of material, tool breakage, or other causes beyond the control of the operator, and jobs on which changes are being made. It will be the policy of the Company to carefully study the problems surrounding these conditions and alleviate them wherever possible. However, it must be realized that these problems are part of any Shop and a reasonable amount of such difficulty must be accepted. A short-run job shall be defined as one of less than two (2) hours' duration.

As soon as an incentive operator feels that a rate is low on short-run, estimated, or abnormal trouble jobs, he shall immediately report the fact to his supervisor. If an immediate adjustment cannot be made, a pay ratio of not less than 1.15 will be paid to all operators whose average 3-months' operators incentive ratio is 1.15 or above. Employees whose average operators' incentive ratio is below 1.15 will be paid a premium equal to one-half their average premium over a 3-months' period. Under this plan, day work is eliminated for incentive operators. This method of payment will continue until a solution to the difficulty is effected. Under this plan the Company agrees to continue without change the same adjustment policies that are in use at the present time. Examples of such policies are: the assignment of two rates to an individual, the spot welding set-up at Orchard Street, Groups, etc., etc. If the Company deems it advisable to extend the use of such policies as these, as a means of solving the problems described in the previous paragraphs, it will discuss the desired changes with the affected groups and with the Shop Committee, and arrive at a method of procedure mutually agreeable before actually making any change in the past procedure.

All operators now Day Work operators, regardless of the type of jobs assigned to them, will continue as Day Work operators unless definite provisions are made to transfer them.

This plan is not to be used by the Standards Department or Department supervisors for the purpose of reducing rates established by adjustment policies which have been followed in the past.

#### Article XII

Vacations for the year 1944 will be granted in accordance with memorandum dated October.20.

### Article XIII

All differences arising out of the interpretation of or operations under this agreement that cannot be adjusted between the parties hereto shall be referred to a Board of Arbitration, constituted in the following manner: Two (2) to be selected by the party of the first part and two (2) by the party of the second part. If the four (4) so chosen cannot arrive at an agreement within five (5) days, a fifth impartial member, agreeable to both parties, shall be selected. The decision of a majority of this Board shall be binding on both parties. If the four (4) members so chosen do not agree upon a fifth impartial member within five (5) days, Dr. J. R. Steelman or the director of the Department of Conciliation of the United States Department of Labor shall select a fifth impartial member. The decision of the majority of this Board shall be binding on both parties. Employees shall not leave work before submission of differences to arbitration nor while arbitration may be pending; further, that a holiday of forty-eight (48) hours be granted before any discontinuity of employment shall take effect.

This Agreement shall take effect July 1, 1943, and shall continue in force until July 1, 1944, and from year to year thereafter unless, at least thirty (30) days before the end of any contract year, either party hereto gives to the other written notice that a change in the Agreement is desired. The single exception to this clause is the subject of wage negotiations which will be governed by Article IX, Paragraph D.

CUTLER-HAMMER, INCORPORATED

/s/ H. F. Vogt  
H. F. Vogt, Vice President

LOCAL COMMITTEE, I.A. of M.

/s/ Ed Schroedter

/s/ Anna Asmann

/s/ Henry Lueneburg

/s/ Otto Enslen

/s/ Edward Siefert

/s/ Ferd Engelcke

/s/ George I. Schmidt

/s/ Harry McNaughton

/s/ Alfred Weis

/s/ Henry Filipowicz

FOR DISTRICT NO. 10, I.A. of M.

/s/ Ray A. Bailey  
Ray Bailey, Business Rep.

LL/own/16456

September 23, 1943

NOTICE TO FOREMEN:

Subject: TRANSFERS

We have agreed to give Union members preference in the matter of transfers from one department to another when such transfers become necessary to maintain a proper balance of manpower and load in our various departments.

When it becomes desirable to transfer employees out of a given department, the transfers will of course be made on the basis of occupational groups in accordance with our standard seniority understandings. Within such occupational groups, we will give preference to Union members and, following that, seniority will govern.

In granting the above request to the Union, it is understood that individuals must accept the departmental decisions and report for work in the department to which they are being transferred, even though they may disagree with the decision, as no employee will be entitled to have the decision reviewed by the Shop Committee while remaining away from work. The Shop Committee will, at its regular meetings, review any transfer decision that may be questioned by an employee, providing he accepts the decision, remains at work during the time the question is being considered.

The above procedure will not in any way interfere with transfers that may be necessary or desirable for the convenience of individuals or the management. In these cases the facts will, of course, be well known and the transfer will take place only with the consent and cooperation of the individual concerned.

Philip Ryan  
Works Manager

FR:AS  
cc-Mr. E. Schroedter  
Mr. E. Ulbricht

LL/owu#16456

COPY

E. Schroedter

June 19, 1941.

This letter is being written in accordance with the understanding arrived at in our meeting on June 18th. We will submit to you as a supplement to this letter, a statement of the approximate number of women employed in each department as of July 1st, 1941.

This list will form the basis of future discussions regarding the number of women employed by this company. It is not the intention of the Management to increase the number of women employed due to the lower base rate received by them. On the other hand, should proportions of business change so that work now being performed by women increase in volume, we should expect to perform that work by the use of additional girls.

Should the number of women increase in jobs not now being performed by women, due to the national emergency, we would expect to return to approximately the same proportion of women set forth in the list mentioned above, after a reasonable length of time, say 90 days, following the availability of suitable male help. There should not be any seniority problem involved in this exchange of men for women, due to the fact that men away in the Government Service will accumulate seniority during their absence, whereas additional women that may be hired will obviously have less seniority.

Signed - Philip Ryan

Philip Ryan  
Works Manager

PR:AS  
cc-Mr. Hayes

COPY

E. Schroedter

July 14, 1941.

This letter supplements my letter of June 19, 1941.

Following is a list, by departments, of the number of male and female employees on our payroll July 1, 1941.

Dept.	No. of Males	No. of Females	Dept.	No. of Males	No. of Females
C-1	340	5	C-23	61	1
C-3	145	5	C-25	11	-
C-4	6	-	C-26	135	2
C-5	395	42	C-27	14	-
C-6	201	42	C-29	124	2
C-7	145	163	C-30	84	3
C-8	148	17	C-32	23	-
C-9	103	-	C-33	79	10
C-10	68	1	C-39	8	-
C-11	50	1	C-44	93	1
C-12	53	1	C-45	84	29
C-13	52	2	C-48	57	-
C-14	47	28	C-49	57	1
C-17	56	37	C-121	4	-
C-18	22	-	C-122	48	-
C-19	6	-	C-123	12	-
C-20	128	1	C-124	24	-
C-21	62	37			
			Total	2945	430

Signed - Philip Ryan

Philip Ryan  
Works Manager

PR:AS  
C-Mr. Hayes

/LL-owu#16456

October 20, 1943

## VACATIONS

Effective January 1, 1944

The Management and the Union are pleased to announce the adoption of a plan covering vacations with pay for all hourly employees for the year 1944, and subject to the following terms:

### I - Eligibility, and Length of Vacation

All hourly employees who have been in the service of the Company one year or more and less than five years shall receive one (1) week's vacation, with forty (40) hours pay.

All hourly employees who have been in the service of the Company five years or more shall receive two (2) weeks' vacation, with eighty (80) hours pay.

### II - Vacation Pay

Vacation pay will be calculated by multiplying each individual employee's average hourly earnings (exclusive of overtime) during the first four weeks of the 6-week period immediately preceding vacation by the number of hours vacation to which he is entitled. (The first four weeks of the 6-week period immediately preceding vacation is used in order that the Payroll Department will have enough time to figure vacation pay.)

Vacation pay may be drawn in advance on the last working day immediately preceding the vacation period.

Vacation pay is not assignable, or subject to attachment, garnishment or other legal process, for debts of an employee.

### III - Vacation Rules

The assignment of specific days on which each individual will take his holiday will be made by the Management with due consideration to both the wishes of the individual and the continued efficient operation of each department concerned.

Preference in the matter of dates and in the case of conflicts will, of course, be given to those persons having the longest record of service. Arrangements for individual vacations will be made between each individual and his foreman, and the Management reserves the right to change vacation dates in those cases where the Company's efficient operation is jeopardized.

It will be necessary for each person to specify to his foreman by January 1st the period during which he would prefer his vacation.

A vacation will be taken in one continuous period.

Vacations may be postponed or rescheduled for a later date only in case of sickness or other disability occurring prior to the scheduled date, and only in the event that such postponement does not handicap the efficient operation of the department.

Vacations may not be postponed from one year to another and made accumulative, but will be forfeited unless completed during the calendar year. They cannot be applied in whole or in part to absence during any period other than that specifically allotted for vacation.

No allowance will be made for sickness during a vacation period.

A vacation period may not be waived and extra pay received for work during the period unless change is agreed to by the Union and the Management.

No holiday recognized by the Company shall be paid for as part of this vacation.

Employees who quit or are discharged shall not receive either vacation time or money.

A G R E E M E N T

This agreement, made and entered into by and between the Clum Manufacturing Company, party of the first part, and the International Association of Machinists, District No. 10, party of the second part, both of the City and County of Milwaukee, State of Wisconsin, WITNESSETH:

ARTICLE I

In all cases of direct employment of men and women covered by this agreement, said party of the first part hereby agrees to employ, or keep in his employment, (foremen who are paid monthly excepted) none but members in good standing of the Union affiliated with said second party.

New help hired will be given at least thirty (30) days trial to prove their competency. If they are retained they must join their respective Union after such trial period.

Every new employee must be notified of his or her starting rate.

ARTICLE II

Party of the first part hereby agrees to notify the Business Representative of the second party when in need of employees covered by this agreement, and the second party agrees to furnish all employees necessary and coming within the jurisdiction of said second party as recognized by the American Federation of Labor, provided that if after such notification, such Union employees are not furnished within twenty-four (24) hours, then said party of the first part may hire such employees.

ARTICLE III

Seniority rights shall prevail in the laying off or rehiring of employees in their particular craft. If any reduction in hours is to be made, employees with less than one (1) year of seniority shall be laid off. If further reductions in hours are to be made, seniority shall prevail.

Employees when recalled to work must report for work within forty-eight (48) hours or lose their seniority rating unless the

employer and the bargaining committee are notified that the employee is unable, through unavoidable circumstances, to report in that time. If such be the case, the employee shall retain his or her seniority and the next ranking employee shall be called.

The Company has the right to discharge or lay off any employee for cause, but the employees shall upon request be advised of the reason for such discharge or lay-off. The committee shall be notified in writing of all causes.

The Company will deal with the Shop Committee, consisting of four, in handling of any grievances that may arise on the premises controlled by the party of the first part. Grievances shall be adjusted during working hours and the Committee shall suffer no loss of wages due to such duties.

#### ARTICLE IV

All employees who have for one (1) year seniority rights, prior to May 1st, 1944, shall receive one (1) week's vacation with pay, the week to consist of forty (40) hours; pay to be based on the highest hourly rate of the quarter preceding the starting time of vacations. Vacations shall be taken during the months of July, August, and September.

Employees who have worked for the Company six (6) months or more and less than twelve (12) months, shall receive twenty (20) hours' vacation with pay, pay to be based as mentioned above.

#### ARTICLE V

1. Eight (8) hours shall constitute a day's work; forty-five (45) minutes for lunch shall be allowed.

2. All time worked in excess of these hours shall be paid for at the rate of time and one-half. Forty (40) hours, Monday to Friday, both inclusive, shall constitute a week's work.

3. This provision does not cover employees who relieve watchmen. Maintenance men and men shifted to maintenance work will be allowed to work forty (40) hours per week at the rate of straight time. Watchmen shall receive time and one-half for all time worked over forty (40) hours.

4. Time and one-half will be paid for all time worked on Saturdays. New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall be considered legal holidays and all time worked on the above-mentioned holidays and Sundays shall be paid for at the rate of double time. Watchmen shall be exempt from the double-time stipulation.

5. For the duration of the war, and/or while Executive Order No. 9240 shall be in effect, this Order shall be complied with. Upon the cessation of the war, and/or when Executive Order No. 9240 shall be rescinded, Paragraph 4 of this Article V shall again be in full force and effect.

6. Employees ordered to report for work or reporting for regular duty and then sent home shall receive four (4) hours' pay at their average rate, except when conditions arise over which the Company has no control.

#### ARTICLE VI

It is also agreed that rubber gloves, aprons and goggles will be furnished by the Company to those where acid is used in the performance of their duty. Gloves will also be furnished to employees on blanking jobs.

#### ARTICLE VII

1. The base rate in the Punch Press Department shall be forty-six (46¢) cents per hour for blanking operations, and forty-four (44¢) cents per hour for secondary operations. The starting rate in either classification shall be forty (40¢) cents per hour. After thirty (30) days this shall be increased two (2¢) cents per hour each month until the scale paid is reached.

2. The base rate in the Assembly Department shall be forty-four (44¢) cents per hour. The starting rate shall be forty (40¢) cents per hour. After thirty (30) days, this shall be increased two (2¢) cents per hour each month until the scale paid is reached.

3. Where the point evaluation is 102 or under, the base rate shall be forty (40¢) cents, with a starting rate of forty (40¢) cents.

4. With the point evaluation between 102 and 200, the base rate shall be forty-four (44¢) cents. The minimum scale in this

Department shall be forty-four (44¢) cents.

5. All questions pertaining to time study and piecework operations shall be taken up by the Time Study Committee and the Management under the rules adopted by the Management and the Union.

6. The minimum rate for tool makers shall be One Dollar and Twenty-five (\$1.25) cents per hour.

7. The minimum rate for tool and die repairmen and tool room machinists shall be One Dollar and Fifteen (\$1.15) cents per hour.

8. The starting rate in the Tool Room Department for apprentices, per hour, shall be as per the State Law.

9. The starting rate in the Automatic Department for helpers and learners shall be fifty (50¢) cents per hour. At the end of thirty (30) days the rate shall be fifty-five (55¢) cents per hour.

10. The minimum rate for Set-up men in the Automatic Department shall be One (\$1.00) Dollar per hour.

11. The starting rate in the Polishing and Plating Department shall be sixty (60¢) cents per hour for male polishers, forty-five (45¢) cents per hour for male plater helpers and cleaners.

The minimum scale in this Department shall be seventy-five (75¢) cents per hour for polishers, fifty-five (55¢) cents per hour for male plater helpers, and fifty (50¢) cents per hour for cleaners.

New, inexperienced hands in this Department shall be paid a starting rate of forty (40¢) cents per hour, with a monthly raise of five (5¢) cents per hour, until the scale is reached.

12. Individual wage adjustments will be made upon request of the Shop Committee to correct existing inequalities.

#### ARTICLE VIII

All differences that cannot be adjusted between the parties hereto shall be referred to a Board of Arbitration constituted in the following manner: Two to be selected by the party of the first part and two by the party of the second part. If the four so chosen cannot arrive at an agreement within five (5) days, a fifth impartial

member, agreeable to both parties, shall be selected. The decision of a majority of this Board shall be binding on both parties. If the four members so chosen do not agree upon a fifth impartial member within five (5) days, the National Labor Relations Board shall select a fifth impartial member. The decision of the majority of this Board will then be binding on both parties. Employees shall not leave work before submission of differences to arbitration, nor while arbitration may be pending.

#### ARTICLE IX

Any employee who shall volunteer or be conscripted for service in the army, naval, air, or military forces of the United States of America, or be conscripted for civilian war service, shall accumulate his or her seniority rating, while in the service, and provided he or she shall within forty (40) days of his or her discharge from such service present himself or herself to the employment agent of the Company for employment, and provided further that he or she shall, upon discharge from such service, be fit or able to perform the work heretofore performed by him or her with same degree or skill, after a trial period of thirty (30) working days.

#### ARTICLE X

This agreement shall become effective on the \_\_\_\_\_ day of \_\_\_\_\_, 1943, and shall remain in effect until the 1st day of May, 1944, and thereafter, unless either party hereto at least thirty (30) days before the end of any subsequent year, gives to the other written notice of their desire for a change in the agreement. In the event that negotiations have not been completed by the expiration date, the present agreement shall be considered in force until such completion.

Either party shall, upon thirty (30) days' notice, in writing, have the right to request a conference for the purpose of negotiating existing wage rates.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1943.

CLUM MANUFACTURING COMPANY

INTERNATIONAL ASSOCIATION OF  
MACHINISTS, DISTRICT NO. 10

\_\_\_\_\_  
Business Representative

A G R E E M E N T

THIS AGREEMENT, made and entered into this 6th day of August, 1943, by and between PERFEX CORPORATION (hereinafter known as the "Company") and INTERNATIONAL ASSOCIATION OF MACHINISTS, DISTRICT NO. 10 (hereinafter known as the "Union") is a voluntary agreement entered into by the signatory parties for the purpose of establishing and maintaining harmonious relations between the Company and its employees.

ARTICLE I

The Company agrees to and does hereby recognize the Union as the sole bargaining agency for the employees of the Company.

The term "employees" as used in this agreement shall include all production workers of the Company in all divisions and departments both at 500 West Oklahoma Avenue and 710 South Third Street, Milwaukee, Wisconsin, except foremen and office employees.

The Company, when in need of workers will give preference to members of the Union in hiring new employees, and in such case it will notify the Business Representative of the Union or Chairman of the Shop Committee of the need of such employees, and the Union agrees to use its best efforts to furnish competent workers for such employment within forty-eight (48) hours after receiving such notice from the Company. If for any reason, said Union cannot furnish such workers within the time aforesaid, then the Company shall be at liberty to procure such workers freely elsewhere.

ARTICLE II

All employees who are members of the Union at the signing of this agreement or become members during the course of the agreement shall remain as members in good standing while in the employ of the Company. Any member who feels that he has a justifiable reason for disaffiliating himself from the Union shall have his case reviewed before the Management and the Shop Committee. In the event the reason is found valid said person shall be exempt from the provisions of this article.

ARTICLE III

Eight (8) hours shall constitute a day's work with a lapse period for lunch, and five (5) consecutive days, Monday to Friday,

both inclusive, shall constitute a week's work.

All time worked outside of regularly assigned hours and days shall be considered over-time and all over-time shall be paid for at the rate of time and one-half. Any work performed on Sundays or the following legal holidays shall be paid for at the rate of double time. The legal holidays are New Year's Day, Decoration Day, Independence Day, Thanksgiving Day, Labor Day, and Christmas Day.

It is hereby expressly agreed between the parties hereto that all provisions of Executive Order #9240 or any amendment or amendments thereof, as long as the same shall be in force and effect, shall prevail whenever any of the provisions of this agreement shall be in conflict therewith. Under Executive Order #9240, double time shall be paid only for work performed on the seventh consecutive day in the work week; time and one-half shall be paid for hours worked in excess of eight (8) hours in any one day or forty (40) hours in any one work week, or the sixth consecutive day worked in a work week, and on the above-mentioned holidays. It is further hereby agreed between the parties hereto that immediately upon the cancellation or termination of said present Executive Order, or said Order as it may from time to time be amended, all provisions relating to over-time as set forth in this agreement shall then apply.

#### ARTICLE IV

The Company will deal with the Shop Committee in handling of any grievances that may arise on the premises controlled by the Company. The Shop Committee shall be afforded such reasonable time off with pay based on their average earnings as may be required to attend regularly scheduled meetings and visit departments for the purpose of transacting the legitimate business of the Committee.

The following complaint procedure has been established: The aggrieved member will report his complaint to his Committeeman and the Committeeman will report same to the foreman, together with the aggrieved member, if necessary. If the Committeeman and the foreman fail to adjust the complaint within a reasonable time, the Committeeman shall place the complaint, in writing, to be brought before the Management and the Shop Committee.

## ARTICLE V

Seniority shall commence sixty (60) calendar days after employment by the Company, and such seniority shall prevail departmentally.

In any case where a worker having more seniority with the Company than in the department where he is actually employed, every effort will be made to transfer such worker to another department before laying off such worker.

For the best interests of all parties concerned, when it is possible to shift employees temporarily inter-departmentally, this policy shall be adhered to.

In the case of a transfer, an employee shall retain his seniority in the former department for a period of ninety (90) days. If, at the end of ninety (90) days, he remains in the new department, his seniority in the former department shall be transferred to the new department.

The following program will be adhered to when it becomes necessary to reduce hours from a forty-hour schedule:

1. Employees who have one (1) year of service or less will be laid off
2. Reduce hours to thirty-five (35) hours per week. Should more reductions be necessary thereafter, seniority shall prevail.

Employees shall lose their seniority for the following reasons:

1. If they quit
2. If they have been discharged for cause
3. If they fail to report to work within three (3) days when called by the Company

The above provision as to seniority shall not apply to probationary employees. The term "probationary employees" shall include all employees for a period of sixty (60) calendar days after their initial employment date.

Any employee with seniority who volunteers or is called into the War or defense service for the United States of America; or is conscripted or drafted for Federal Government duty, if within forty (40) days of his release or discharge from such service he applies for re-employment, shall be restored to his former position, together

with accumulated seniority rating, provided that he is physically able to perform such work and provided further that such work is available.

#### ARTICLE VI

Employees required to report for work and then sent home shall receive four (4) hours' pay compensated on their average hourly earnings.

After piecework rates are set, they will not be reduced for a period of one (1) year, unless there is a change in methods, tools, materials, equipment, or machinery, which would increase production.

If individual inequalities in piecework rates or day rates exist, measured by the general schedule of wage rates in that department, the matter shall be taken up for adjustment and settlement made on a mutually satisfactory basis.

Employees working on the second shift shall receive five (5¢) cents per hour additional compensation above their regular rate. Employees working on the third shift shall receive seven (7¢) cents per hour additional compensation above their regular rate.

Employees who are placed on jobs or operations on which standard time rates have been cancelled, or on new jobs or operations on which standard time rates have not been set, they shall receive an hourly rate which is equivalent to their average hourly earning for the previous three weeks worked.

Lost time through no fault of the employee, such as caused by power shut-down, breakdowns of machines, die troubles and repair work, and short-run jobs will be paid for at the prevailing base rate or the employee's day rate, whichever is higher.

The Company agrees not to transfer any of its work to any other concern for the purpose of discrimination against the Union.

The supervision shall provide the operator with the order number and rate before a job is started.

Choice of shifts shall be handled on a seniority basis insofar as is practical.

#### ARTICLE VII

The parties to this agreement shall name an Apprenticeship Committee of equal representation. This Committee shall cooperate with the Supervisor of Apprenticeship of the Industrial Commission of the State of Wisconsin, in the conduct of apprenticeship according to the terms of the apprenticeship law, Chapter 106 of the Statutes. Every apprentice shall be indentured pursuant to Chapter 106 and shall comply with the apprenticeship standards jointly developed by District No. 10, International Association of Machinists, and representative employers in collaboration with the Industrial Commission of the State of Wisconsin.

An indentured apprentice shall be exempt from the seniority provisions of this agreement until he has completed his contract, at which time he shall be credited with two years' seniority in the group for which he was indentured.

#### ARTICLE VIII

Subject to the approval of the National War Labor Board, the Company shall continue its vacation policy as follows: Grant two days' vacation with pay to all employees of record June 30, 1943, and still an employee of the Company June 1, 1944. Each six months' service with the Company will entitle the employee to one day's (8 hours) pay and each additional six months' service an additional day up to and including sixty (60) months' service.

Vacations shall be paid for at the average rate attained by the employee during the twelve (12) months ending May 1st, 1944.

The Company shall decide the vacation period not later than June 1, 1944.

#### ARTICLE IX

The starting rate for male help will be fifty-five cents (55¢) per hour, and the female starting rate will be forty-five cents (45¢) per hour. At the end of six months, the male rate will be sixty (60¢) cents per hour and the female rate will be fifty cents (50¢) per hour. At the end of one (1) year, the male rate will be sixty-five cents (65¢) per hour and the female rate will be fifty-five cents (55¢) per hour.

The rates of employees not on incentive work will be set by the Management and Shop Committee.

Experienced workers rehired by the Company shall receive their rate paid when laid off.

The scale of wages for Tool-Room employees as set up by the District Board will be complied with.

Student labor allowance on any group shall be fifty per cent (50%) for the first forty (40) hours and twenty-five per cent (25%) for the following eighty (80) hours, based on the prevailing hourly rate.

It is further agreed that either party hereto may reopen negotiations on wages providing that they shall give to the other thirty (30) days' notice, in writing, expressing a desire to reopen this question.

#### ARTICLE X

All differences that cannot be adjusted between the parties hereto shall be referred to a Board of Arbitration constituted in the following manner: One to be selected by the Company and one by the Union. If the two so chosen cannot arrive at an agreement within five (5) days, a third impartial member agreeable to both parties shall be selected. The decision of a majority of this Board shall be binding on both parties. If the two members so chosen do not agree upon a third impartial member within five (5) days, the Conciliation Service of the United States Department of Labor shall select a third impartial member. The decision of the majority of this Board will then be binding on both parties. Men shall not leave work before submission of differences to arbitration nor while arbitration may be pending.

#### ARTICLE XI

This agreement shall take effect August 2nd, 1943, and shall continue in force until August 1, 1944, and for one (1) year thereafter unless at least thirty (30) days before the end of any subsequent one (1) year's period, either party hereto gives to the other written notice to the contrary specifying all desired changes.

PERFEX CORPORATION

INTERNATIONAL ASSOCIATION OF  
MACHINISTS, DISTRICT NO. 10

By /s/ V. R. Tate  
Sec'y

By /s/ Ray A. Bailey  
Bus. Representative

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AGREEMENT

This agreement made and entered into this 30th day of August, 1943, by and between the ROCK-OLA MANUFACTURING CORPORATION of Chicago, Cook County, Illinois, hereinafter referred to as the "Company," and LODGE 1628 of the International Association of Machinists, hereinafter referred to as the "Union."

WITNESSETH:

The parties hereto intend by this agreement to promote and improve industrial, economic and co-operative relationship.

SECTION 1

The Company recognizes the Union as the exclusive collective bargaining agency for all production and maintenance employees employed in its plant located at 800 N. Kedzie Avenue, Chicago, Cook County, Illinois, excluding superintendents, foremen, tool makers, full time office and clerical employees, watchmen, guards, and anyone else employed in a supervisory capacity; Provided, however, that any individual employee shall have the right at any time to present grievances to the Company in accordance with the provisions of Section 9A of the National Labor Relations Act.

There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employee because of membership in the Union.

The Union agrees that there shall be no intimidation or coercion used in order to cause employees to join the Union and further agrees that membership solicitation, the collection

of dues and other Union business, except as otherwise provided herein, will not be conducted on Company time.

It is further understood and agreed by the Company and the Union that employees of the Company who are members of the Union fifteen days after May 17, 1943, or who thereafter become members of the Union must, as a condition of employment, remain members of the Union in good standing during the term of this agreement.

### SECTION 2

WAGE ADMINISTRATION POLICIES—The following policy matters will apply to the administration of wages within this established structure:

The rate established for any given job classification shall be paid to the employee assigned regardless of whether this employee is male or female.

New employees shall be hired for a particular job classification and shall be paid the minimum rate established for that particular job.

New employees shall be considered as probationary for a period of thirty days. Upon the expiration of the probationary period or at any time prior thereto, the Company shall be the sole judge as to whether any probationary employee shall be continued in employment. Probationary employees continued in employment after the probationary period shall have expired shall be considered regular employees. Such employees shall not acquire any seniority rights during the probationary period but, if continued in employment after the same shall have expired, the seniority of such employees shall commence with the original hiring date.

Under the incentive plan earnings in direct-labor job

classifications shall be computed as follows:

Base rate for which the employee is hired shall be guaranteed.

Standard productive work shall be paid on the basis of the employee's efficiency.

Down time due to lack of material, machine breakdown, lack of tools, or other causes beyond the control of the operator and off standard productive work shall be paid at the operator's average efficiency established during the past four-week period immediately preceding such down time or off standard productive work. If a new employee who has not worked a full four-week period, or if any employee has not worked the full period on productive work prior to the time that an adjustment is to be made, the company's adjustment shall be based upon the average efficiency rate established by the individual during the time actually spent on standard productive work. Any such adjustment shall not exceed 125% of the employee's base rate. In the event that an operator has satisfactorily completed his probationary period, but during such period has not established an incentive rating because of the fact that he had not been placed on a rated job and is, thereafter, placed on an unrated job, he shall be paid for such time one-hundred twenty-five percent (125%) of his base rate.

A rate once set is guaranteed unless a change in equipment, material or method is made. Changes in rates will not be made for the addition of fatigue aids or when an operator exceeds the rate. Should the necessity for a rate change arise, the shop committee will be consulted. In all cases it is expected that the shop committee will give favorable consideration to obvious errors in the calculation of job standards.

No wages earned in excess of the minimum earned on one job will be applied to equalize wages earned on another job.

Employees working on other than the first or day shift shall be paid a bonus of 6¢ per hour for all hours worked on such shifts.

Employees ordered to report for work and so reporting or not having been notified at least twelve hours before the start of their shifts not to report for work shall be given four hours' work or pay for four hours at their regular hourly base rates of pay unless the failure to work is due to a fault of the employee himself, to an "act of God," or to other conditions beyond the control of the Company.

No employee shall suffer a reduction in his base rate of pay because of any provision contained in this agreement.

Incentive rates will be established by time studies made by the Company and may be adjusted. Such rates will be so set as to enable the average employee working at a normal rate of speed to earn twenty-five percent above his base rate of pay. Employees shall have the right to question the time study of any job which they believe to have been improperly timed. In such event, the Company shall cause an investigation to be made and, if it is found an error has been made, the Company shall cause such job to be re-timed. In the event that the result of such re-timing is still questioned, the matter may be handled according to the grievance procedure provided for herein.

Lunch hours and paid absences shall be paid at the employee's guaranteed base rate. Paid absences of a short period

shall be paid at the employee's base rate where such absences are caused by company or governmental regulations. Scheduled lunch periods shall be paid at the employee's guaranteed base rate providing the employee is on a paid basis one-half hour prior and after the lunch period.

# RATE SCHEDULE

## Direct Labor

Employees in direct labor classification shall progress from minimum to maximum rate by automatic increases of two cents per hour each and every four months until maximum of rate range is attained.

<u>Classification</u>	<u>Rate Range</u>
✓ Assembler	.64 - .70
Barrel Machine Operator	.66 - .72
Bore Straighteners	.70 - .76
Box Maker - Packer	.66 - .72
✓ Buffer & Polisher	.66 - .72
✓ Burr & Metal Finishers	.60 - .66
✓ Drill Press Operator	.66 - .72
Greaser Gun Parts	.60 - .66
Grinder Operator	.62 - .68
Heat Treater	.85 - 1.00
Heat Treater - Helper	.75 - .85
✓ Lathe Operator	.70 - .76
✓ Milling Machine Operator	.64 - .70
Utility Operator	.70 - .90
Special Machine Operator	.90 - 1.10
Finisher	.66 - .72

✓ = Reported as some of jobs women employed on

Direct Labor (Continued)

<u>Classification</u>	<u>Rate Range</u>
Sander	.64 - .70
Wood Working Machine, Class A	.70 - .76
Wood Working Machine, Class B	.66 - .72
Wood Working Machine, Class C	.62 - .68
Utility Operator	.64 - .85

Indirect Labor

Employees in indirect classification shall progress from minimum to maximum rate by automatic increase of five cents per hour each and every thirty days until maximum rate range is attained.

<u>Classification</u>	<u>Rate Range</u>
Ammunition Loader	.60 - .75
Assembler - Repairman	.80 - 1.05
Beltmaker (Sandpaper)	.65 - .80
Bricklayer	1.00 - 1.25
Carpenter	1.00 - 1.25
Electrician	1.00 - 1.25
Elevator Operator	.60 - .75
Filer Saw	.75 - .90
Function Firer	.60 - .80
Grinder Knife	.75 - .90
Grinder Tool & Cutter Class I	1.30 - 1.50
Grinder Tool & Cutter Class II	1.10 - 1.30
Grinder Tool & Cutter Class III	.80 - 1.10
Grinder Tool & Cutter Class IV	.60 - .80
Grinder Tool - Barber Coleman	1.40 - 1.65
Gun Cleaner	.60 - .75

# Indirect Labor (Continued)

<u>Classification</u>	<u>Rate Range</u>
Inspector Gauges	1.40 - 1.65
Inspector - Supervisor	1.05 - 1.30
✓ Inspector	.65 - .85
Inspector - Group Leader	.85 - .95
✓ Inspector - Senior	.85 - 1.05
Inspector Tools - Grade A	1.40 - 1.65
Inspector Tools - Grade B	.75 - 1.00
Janitor	.70 - .80
Machine Wiper	.60 - .70
Laborer - General	.75 - .85
Machine Repairman	.90 - 1.25
Millwright	.90 - 1.25
Maintenance Helper	.75 - .90
Oiler	.75 - .85
Oil Reclaimer	.75 - .85
Pattern Maker Wood	1.00 - 1.25
Pipe Fitter	1.00 - 1.25
Repairman Civilian Products	.70 - .90
Sample Maker	1.00 - 1.25
Sample Maker Helper	.70 - .90
Setup Man, Junior	.85 - 1.00
Setup Man Senior	1.05 - 1.30
Setup Man Utility	1.30 - 1.50
Shipper	.75 - .90
Stock Chaser	.75 - .85

### Indirect Labor (Continued)

<u>Classification</u>	<u>Rate Range</u>
✓ Crib Attendant	.70 - .80
Store Keeper	.80 - .90
Target Checker	.60 - .75
Targeteers	.90 - 1.05
Tin Smith	1.00 - 1.25
Truck Operator Power	.75 - .85
Welder Acetylene Arc	1.00 - 1.25

All employees will be required to wear uniforms prescribed by the Company. From and after the execution of this agreement, employees purchasing not less than two uniforms for their exclusive use in the Company's service will be sold such uniforms by the Company at one-half of the wholesale cost thereof but, in no event, more than \$1.25 per uniform. Such uniforms shall be kept clean by the employees at their own expense.

### SECTION 3

Eight hours shall constitute a day's work. Forty hours from Monday to Friday inclusive shall constitute a week's work. The work week shall commence at seven-thirty o'clock A.M. Monday. The work day shall be divided into three eight-hour shifts. Beginning at seven-thirty A.M., Three-thirty P.M. and eleven-thirty P.M., including in each shift one thirty minute lunch period. The time of such periods are staggered to conform with cafeteria facilities.

Until the termination of the war (by armistice or otherwise) Saturdays and Sundays shall be treated as ordinary working days and overtime compensation shall not be paid for

work on those days when they fall within the forty-hour week.

For the duration of the war, time and one-half of the regular rate of pay shall be paid for all work performed on New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas.

Time and one-half of the regular rate of pay shall be paid for all work performed over forty hours in any regularly scheduled work-week.

For the duration of the war, double the regular rate of pay shall be paid for work performed on the seventh consecutive day worked in any regularly scheduled work-week.

Upon the termination of the war, double the regular rate of pay shall be paid for work performed on Sundays and holidays, and one and one-half times the regular rate of pay shall be paid for all work performed on Saturdays. It is understood that all overtime provisions contained in this section shall conform to Executive Order No. 9240.

#### SECTION 4

It is understood and agreed that in all cases of increase or decrease of forces, the following points shall be considered and, where factors contained in subdivisions B and C are relatively equal, length of continuous service shall govern:

- A. Length of continuous service
- B. Training, skill and efficiency
- C. Physical fitness

Departmental seniority shall be in effect in the Company's said plant.

Employees who are transferred to another department

and remain more than thirty days in such other department shall be considered as permanently transferred to such latter department; such employees will retain their original seniority.

In the case of layoffs where similar equipment is used in two or more departments and skill and efficiency requirements are relatively the same in such departments, the Company will endeavor to consider such departments as one in order to prevent an injustice being done to an employee.

Seniority rights and rights of employment shall cease if:

1. The employee quits;
2. He is discharged for just cause;
3. He makes a false statement in obtaining a leave of absence;
4. He is absent for four working days without notifying the Company;
5. He does not report within two days after being recalled, such notification being sent him by registered mail or telegram at his last recorded address, and return to work within two additional working days, provided, however, that in cases where the employee is unable to return within the time specified in this paragraph through no fault of his own, additional time will be allowed for such employee to return to work;
6. He has been absent from the Company's employ for more than twelve months except as herein otherwise provided.

In the event that one department requires additional employees while employees in another department have been laid off for lack of work, opportunity to work will be given to such laid off employees, provided they are found competent to perform the work, before new employees are hired to work in the department requiring such additional employees. Employees temporarily transferred from their own departments for lack of work will be given an opportunity to return to their respective

departments when work is available according to the seniority provisions hereof.

When vacancies occur in jobs covered by this agreement or new comparable jobs are created, same shall be filled upon the basis of ability to perform the work required; provided, however, where the ability to perform the particular work is relatively equal between two or more employees, length of service shall govern.

Employees accepting change in jobs and failing to qualify within thirty days may, at their option, return to their former positions. Employees declining a change in jobs may do so without fear of discrimination or loss of seniority.

Subject to the provisions hereof regarding loss of seniority, any employee promoted to a position exempted by this agreement, in the event his services in the new position terminate, shall have the privilege of returning to his former position or its equivalent without loss of seniority.

The service records of employees shall be made available to the chairman of the shop committee hereinafter provided for in the office of the Industrial Relations Department upon reasonable notice for the purpose of expediting the adjustment of grievances.

#### SECTION 5

All complaints of members of the Union arising out of this agreement shall be adjusted in the following manner; it is the intent of the Company and the Union that all complaints will be handled as expeditiously as possible.

First, between the employee concerned and his foreman; if the employee so desires, he may be accompanied by the steward or a member of the shop committee. In the event the complaint is

not settled within three days, it shall take the next step.

Second, the complaint shall be reduced to writing on a form approved by the Company and signed by the employee and an attempt made to settle the same promptly between the employee and the steward or a member of the shop committee with a representative of the Industrial Relations Department and the foreman. If not settled within three days, it shall take the next step.

Third, between the shop committee and the Director of Industrial Relations at the next scheduled shop committee meeting or within such further time as may be mutually agreed upon. In the event an agreement is reached by them, it shall be binding upon all parties hereto. In the event the grievance is not settled within three days, it shall take the following step.

Fourth, between a representative of the International Union and the general manager of the Company or his appointee. In the event an agreement is reached by them, it shall be binding upon all parties hereto. In the event the grievance is not settled within five days, it shall take the following step.

Fifth, Should said parties, however, fail to reach a decision, the complaint shall be reduced to writing and referred to a Board of Arbitration to consist of three persons, one selected by the Company, one by the Union, and one by the first two who shall as soon as convenient hear the matter upon its merits and render its decision, which same shall be final and binding upon all parties hereto. Each party shall pay the expense of its own representative on such Board of Arbitration

and shall pay one-half of the expense of the third arbitrator and any other expense incurred in connection with such arbitration proceeding. In the event that the first two arbitrators are unable to select the third arbitrator within five days after they have attempted to make such a selection, such third arbitrator shall be selected by the Director of Conciliation of the United States Department of Labor upon the joint application of the first two arbitrators.

After a complaint shall have reached the third step, a member of the shop committee may visit the department in which the grievance has occurred for the purpose of investigating same, after notifying his foreman that he is leaving the department, and after having obtained a pass which will be issued by the Industrial Relations Department to visit the department where the grievance has occurred, reporting to the foreman of such latter department immediately upon his arrival. Upon the completion of such investigation, the member of the shop committee shall report back to the Industrial Relations Department and his foreman.

Meetings between the shop committee and the Director of Industrial Relations shall take place on the first and third Tuesdays of each month at 4:30 P.M. The Company shall be notified in writing of the particular grievance or grievances to be taken up at any meeting not less than three days prior to the meeting at which the same are to be discussed. Meetings to consider emergency matters may be held at such time or times as may be mutually agreed upon. It is further understood and agreed that other grievances, where there is not time to give the

three-day notice provided for hereinabove, may also be taken up by mutual agreement and an attempt made to adjust the same at any regular meeting in order to avoid delay.

The shop committee shall consist of not more than five employees, all of whom must be citizens of the United States and each of whom, at the suggestion of the Union, shall be an employee of the Company with at least sixty days' seniority. The Union shall furnish the Company with the names of all stewards and the members of the shop committee and of any changes made therein, and the Company shall not be required to deal with any other persons than those named.

Time lost by members of the shop committee in meetings requested by the Company shall be paid for at the base hourly rates of pay of such employees.

Cases of employees claiming to have been improperly discharged shall come within the provisions of this Section and shall be decided in accordance herewith. Complaints thereof in writing shall be filed with the Industrial Relations Department within three working days from the date of discharge. Employees found to have been improperly discharged and reinstated shall be paid for time lost.

#### SECTION 6

Beginning with the year 1943, all employees of the Company covered by this agreement who have been in its service continuously for one year prior to June 1, and who during such year have received pay checks during at least forty weeks shall receive one week's vacation with pay as hereinafter provided. Vacation pay shall be a sum equal to forty hours at the average hourly rate of pay earned by the employee during the months January, February and March of the current year. The time

allotted to employees for vacations will be during the summer season as established by the Company and the vacation period shall be such as will cause a minimum of interference with plant operations. Every employee entitled to a vacation will be so notified as far in advance as possible. No vacation or vacation pay will be allowed to any employee after resignation or discharge for proper cause. In the event that the United States Government or any agency thereof requests that vacations be waived, vacations will not be granted and employees entitled thereto will be paid the amount due them as vacation pay, as hereinabove set forth, in lieu thereof.

#### SECTION 7

During the term of this agreement there shall be no strike, diminution or suspension of work by the Union or its members and no lockout by the Company.

The employer agrees that the making, assembling, erecting, dismantling and repairing of machinery by the Company directly or when contracted to a contractor, is recognized as coming within the jurisdiction of the National Association of Machinists.

#### SECTION 8

Employees of the Company (other than temporary) inducted into the military services of the United States under the provisions of the Selective Training and Service Act of 1940 or who have volunteered for such service shall, upon the completion thereof, be restored to the positions which they held at the time of their induction into the military service or positions of like seniority, status and pay, unless the Company's circumstances have so changed as to make it impossible or

unreasonable to do so; provided that such employees are qualified to perform the duties of such positions and make application for re-employment within forty days after being released from such service and who shall present to the Company a certificate showing the satisfactory completion of military service. Such reinstatement shall be without loss of seniority, and such employees shall be entitled to participate in any benefits offered by the Company in accordance with established rules and practices covering employees on leaves of absence as were in effect at the time such applicants for re-employment were inducted into the military service, and any additional benefits offered by the Company at the time of their re-employment.

#### SECTION 9

Not more than two employees, who are selected to a full-time position with the Union, upon thirty days' written notice, shall be granted leaves of absence without pay for a period not to exceed one year, without affecting seniority standing and, upon one week's notice of his or their desire to again return to work for the Company, shall be placed upon the job or jobs previously held by him or them, or the equivalent thereof, at the then prevailing rate of pay, provided work is available in accordance with the seniority provision hereof.

Female employees shall, upon formal request in writing, be granted leaves of absence without loss of seniority rights because of pregnancy. Such leaves of absence shall not be for less than four months and no more than seven months and the request therefor must be accompanied by the certificate of a qualified physician.

#### SECTION 10

The management of the plant and the direction of working forces, including the right to hire, suspend or discharge, and the right to relieve employees from duty because of lack of work or other legitimate reasons, and the right to adopt shop rules and to introduce new and improved methods, are vested exclusively in the Company; provided, however, that this will not be used for the purpose of discriminating against any employee because of membership in the Union; and provided further that no shop rule adopted shall violate the terms and conditions of this agreement.

#### SECTION 11

A duly authorized representative of the Union shall have access to the office of the Company's plant for the purpose of conferring with management or with a member of the Union. A request to confer with a member of the Union shall be made to the Director of Industrial Relations and an office shall be provided for such conference.

#### SECTION 12

Where the word "he" or any other pronoun of the male gender is used in this agreement, it shall be understood as applying to both male and female employees.

#### SECTION 13

This agreement shall be in full force and effect for one year from the date of the execution hereof and from year to year thereafter unless written notice of a desire to modify or terminate the same shall be given by either party to the other

at least thirty days prior to such termination date. If such notice is for a modification of this agreement, then negotiations therefor shall commence within fifteen days of the receipt of such place as may be mutually agreed upon.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LODGE 1628 of the  
INTERNATIONAL ASSOCIATION  
OF MACHINISTS

ROCK-OLA MANUFACTURING  
CORPORATION

BY \_\_\_\_\_

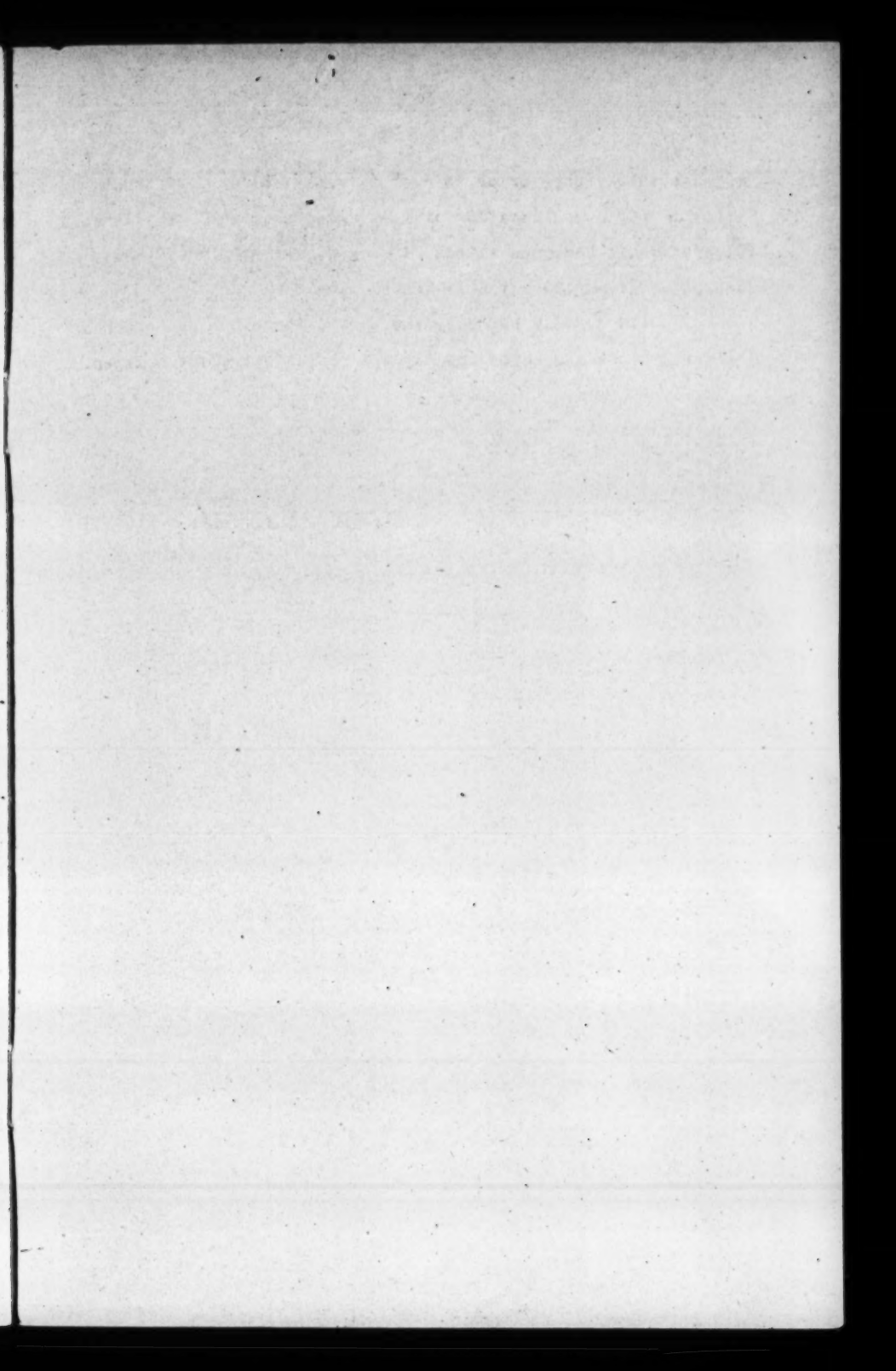
BY \_\_\_\_\_  
Director, Industrial Relations

BY \_\_\_\_\_

Approved by:

BY \_\_\_\_\_

\_\_\_\_\_



ARTICLES OF AGREEMENTAGREED

Made this 28th day of August, 1944, between the DALLAS DIVISION and the ORDNANCE DIVISION of REVERE COPPER AND BRASS INCORPORATED, a Maryland Corporation, with offices and places of business at 2200 N. Natchez Avenue, Chicago, Illinois, hereinafter referred to as the DALLAS PLANT, and 6630 Fullerton Avenue, Chicago, Illinois, hereinafter referred to as the ORDNANCE PLANT, the two plants hereinafter referred to collectively as the "DIVISION", (the word "DIVISION" is used in this case for the purpose of establishing a single unit for collective bargaining only), and LOCAL NO. 477, and UNITED AUTOMOBILE WORKERS OF AMERICA, affiliated with the American Federation of Labor (hereinafter referred to as the "UNION").

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ARTICLE I

PURPOSE

(1) It is the intent and purpose of the parties hereto by this agreement to promote and improve harmonious industrial and economical relationships between the "DIVISION" and its employees, and to set forth herein the basic agreement covering rates of pay, hours of work, adjustment of grievances, and conditions of employment to be observed between the parties hereto.

AGREED

## ARTICLE II

### RECOGNITION

AGREED

(1) This agreement applies to all hourly rated employees of the "DIVISION" excepting those whose duties are managerial or confidential in their nature. List of such exceptions is set forth in Exhibit "A" hereto annexed and made a part hereof.

AGREED

(2) The "DIVISION" recognizes the "UNION" as the sole collective bargaining agency for all employees of the "DIVISION" who come within the provisions of this agreement as set forth in the preceding paragraph, in respect to rates of pay, wages, hours of employment or other conditions of employment.

AGREED

(3) The "DIVISION" recognizes and will not interfere with the right of the employees to become members of the "UNION" and will not discriminate against employees on account of membership in the "UNION".

AGREED

(4) The "UNION", its members, or the representatives or agents shall not intimidate or coerce employees into membership on "DIVISION" time or premises, nor shall they collect dues, solicit membership or engage in any "UNION" activities on "DIVISION" time other than collective bargaining activities covered by this agreement. Nor shall the "UNION" hold meetings on Company property for discussion or consideration of "UNION" activities other than collective bargaining activities covered by this agreement.

(5) The Company agrees to deduct, for the period of this contract, Union initiation fees, monthly dues, assessments and reinstatement fees from the wages of such members of the UNION as individually and voluntarily certify in writing that they authorize the Union dues deductions. For the purpose of putting this provision into effect, the Company will furnish the necessary authorization cards. The Company shall make the deductions each month for each employee who signs a card, on the following basis:

- A. A deduction of \$1.00 for dues will be made out of the second pay of each month for all employees authorizing dues deductions. In the event of a member not working during the week the deduction is made, there will be an accumulated deduction made on the second payday of the month following, when the member is working, covering the accumulated dues.
- B. In the event of a new Union member a deduction of \$3.50 will be made from the second pay of the month for any authorization cards presented to the Company during the previous calendar month to cover the Union initiation fee and current month's dues.
- C. Assessments and reinstatement fees must be approved by the Union and notice of such approval given to the Company in writing before deductions shall be made. Deductions of such assessments and reinstatement fees shall be made in the following calendar month at the time of the next dues deduction after receipt of such notice.
- D. In cases where an employee has not worked forty (40) hours or

ARTICLE II - RECOGNITION - Continued

more during the previous month, no deductions will be made against such employees for Union dues, and a list of all such employees will be furnished to the Union, in order that they may be given credit for unemployment dues.

- E. All money so collected will be forwarded to the Financial Secretary of Local #477, U. A. W. A. of A. F. L., once each month, accompanied by a list of names, clock numbers, departments and the amount collected.

NOTE: As agreed between the "DIVISION" and the "UNION" and approved by the W. L. B. July 24, 1944, Section 5 of Article II will become effective September 1, 1944.

COMMENTS: In the negotiation of this contract, the "UNION" requested the "Maintenance of Membership" provision. This request was refused by the "Division". The "UNION" referred the matter to the W. L. B. for decision. In the W. L. B. Directive Order of June 7, 1944, they declined to act on this issue at that time, stating "Six(6) months from the date of issuance of this Directive Order the Union may petition the Sixth Regional Board to consider the issue of Maintenance of Membership". Following this decision of the Sixth Regional Board, the Union petitioned for a review and reconsideration of the Directive Order of June 7th. On July 28th, 1944, the Sixth Regional Board denied the Union's request for reconsideration and transmitted the request for review to the National War Labor Board in Washington for their action, where the matter is now pending.

ARTICLE III

DIRECTION OF WORKING FORCE

AGREED

(1) The direction of the working forces, including the right to assign work to employees, to hire, suspend, promote, demote, transfer, discharge or relieve employees from duty because of lack of work or for other legitimate reasons, with the exceptions as provided for within the provisions of this agreement, is vested exclusively with the management of the "DIVISION" provided that this will not be used for the purpose of discriminating against an employee.

AGREED

(2) Discharge cases which are appealed shall be taken up with the Personnel Manager in writing no later than two working days after the discharge. If a satisfactory agreement is not reached, the case shall be reviewed by the Works Manager and the Bargaining Committee. In the event it shall be determined that the employee was discharged unjustly, the "DIVISION" agrees to return the employee to his work and to pay him the wages he would have received had he not been discharged.

ARTICLE IV

WAGES AND RATES OF PAY

SEE                    The agreement between the parties hereto relative to wages  
WAGE                and rates of pay shall be set forth in a separate supplemental  
SUPPLEMENT       agreement signed by the parties hereto.

WINEO-BOND

ARTICLE V

VACATIONS

The "DIVISION" has offered the following clause regarding vacation provisions for 1945:

"On or after February 1st, 1945, the parties hereto agree to meet for the purpose of establishing vacation provisions for 1945."

The "UNION" objects to the above clause and will refer the matter to the War Labor Board in an effort to have vacation provisions for 1945 established and made a part of current contract.

## ARTICLE VI

### HOURS OF WORK AND PAYMENT OF OVERTIME

AGREED

(1) The work day shall not exceed eight hours in any one day and the work week shall not exceed forty hours in any one week, except upon payment of overtime as hereinafter provided.

AGREED

(2) The regularly established work week shall be from Saturday Midnight to Saturday Midnight.

AGREED

(3) Time and one-half shall be paid for all work over eight hours in any one day or over forty hours in any one week, whichever is the greater.

When the same hours worked are subject to more than one premium rate, only the greater premium rate will be used.

AGREED

(4) Time and one-half shall be paid for the hours worked on the following holidays:

New Years  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

Premium payments for a holiday falling within the employees straight time work week shall not be credited against other premiums earned during the week.

AGREED

(5) The aforementioned holidays shall be counted as days worked for the purpose of computing overtime on the sixth day of work, whether or not work is performed.

If an employee reports with a reasonable expectation of work and is sent home because of lack of work or, after working a portion of the day, is sent home because of lack of work, or becomes ill or is injured and the Medical Department advises the employee to go home, those hours lost shall be considered as hours worked for the purpose of computing the weekly overtime. Where an employee is absent for a portion of the day for any other reason than stated above, the time lost will not be counted for the purpose of computing weekly overtime.

AGREED

(6) Double time shall be paid for all work performed on the seventh consecutive day worked in the regularly established work week, according to the following conditions:

- A. The aforementioned holidays shall be counted as days for the purpose of establishing the seventh day of work whether or not work is performed.
- B. If an employee reports with the reasonable expectation of work and is sent home because of lack of work or after working a portion of the day is sent home because of lack of work or becomes ill or is injured and the Medical Department advises the employee to go home, that day will be

ARTICLE VI - HOURS OF WORK AND PAYMENT OF OVERTIME-Continued

counted for the purpose of establishing the seventh day of work. Where an employee is absent for a portion of the day for any other reason than stated above, the time lost must be made up on the seventh day before the payment of double time is allowed.

- C. The twenty-four hour period from Midnight to Midnight shall constitute a work day. All hours worked in such a twenty-four hour period shall be considered as worked within one such work day. Whenever a shift cuts across two such work days, only the day on which the employee's regular shift starts shall be counted as a day worked. Whenever an employee works beyond his normal shift into another work day, such excess hours shall not be regarded as an additional day. Provided, however, if the employee continued to work into another work day as defined in this section to the extent of one-half his normal shift, time worked in such day shall be counted as a day for the purpose of establishing the seventh consecutive day of work.

AGREED

- (7) When an employee is notified not to report to work or, for any reason, is absent for a full day, such day shall not be considered as hours worked for the purpose of computing overtime on the sixth day - nor shall it be counted for the purpose of establishing the seventh day of work.

AGREED

- (8) Time and one-half or double time shall be interpreted to mean the "DIVISION" agrees to pay at the rate of one and one-half times or two (2) times the employee's average hourly earned rate, during the week involved.

- (9) It is understood and agreed that the above provisions relating to hours of work and overtime are intended to conform to Executive Order No. 9240 and any and all regulations issued in connection therewith. Upon the expiration of Executive Order No. 9240, Article VI shall automatically become void, and the provisions of the contract with respect to overtime pay as they existed prior to Executive Order No. 9240 shall automatically become of full force and effect.

## ARTICLE VII

### SENIORITY

AGREED

(1) When conditions warrant a layoff or a rehiring of employees, plant seniority by departments will be the principal factor, and ability, skill and efficiency will be taken into consideration as follows:

- (a) Layoffs or rehiring will be initiated by the "DIVISION".
- (b) The "DIVISION" will notify the "UNION" before such layoffs or rehiring are made.
- (c) In case of disagreement between the "DIVISION" and the "UNION" as to the personnel to be laid off or rehired strict seniority will apply until such time as an agreement is reached through the grievance procedure herein provided.

AGREED

(2) The "DIVISION" will effect transfers between departments within a period of seventy-two (72) hours following a layoff of a worker if he has been classified previously within the department to which he is being transferred, and within a period of two (2) weeks if the worker has not been classified in any other department before the time of layoff.

If a drastic or unusual condition occurs, the "UNION" and the Management will meet to work out a satisfactory solution.

The "DIVISION" will notify the Chief Shop Steward of all transfers which are permanent.

This provision also applies to departmental transfers between the DALLAS PLANT and the ORDINANCE PLANT.

AGREED

(3) There will be no rotating of employees from one shift to another for the duration of the war. The "DIVISION" will favor employees with the highest seniority in their choice of shifts when consistent with efficient operation as determined by the "DIVISION".

AGREED

(4) Employees shall be regarded as temporary employees for the first fifty-two (52) days of their employment. After fifty-two (52) days worked during a period of six months, the names of such employees shall then be placed on the Seniority List of their respective departments as of the date hired. There shall be no responsibility on the part of the "DIVISION" (1) for the continued employment of such temporary employees or (2) for their re-employment if they are laid off during said fifty-two day period.

AGREED

(5) "UNION" officials (President, Vice-President, two Secretaries, Guide, Sergeant at Arms and three Trustees), Stewards, members of the Bargaining Committee and Grievance Committees shall have a higher seniority rating during their term of office than any other hourly rated employees in their respective departments.

(6) Students whom the "DIVISION" shall have selected for sales, supervisory or technical positions may be retained irrespective of

ARTICLE VII - SENIORITY - Continued

AGREED

the above factors. The number of such employees shall not exceed 2% of the seniority list of the "DIVISION" under normal conditions but may be increased by mutual agreement between the "DIVISION" and the "UNION", in the event of a need brought about by the War Program.

AGREED

(7) Nothing hereinbefore provided in Article VII shall prevent the "DIVISION" in periods of low production, from transferring Assistant Foremen or other Supervisory employees to productive work. Any Assistant Foreman or Supervisory employee who is transferred to productive work shall be subject to the same conditions as other productive employees.

(8) An employee shall lose his seniority and right to be on the Seniority List if:

AGREED

- a. He resigns.
- b. He is discharged.
- c. He is absent for three (3) ~~days~~ <sup>consecutive</sup> while regularly employed without notifying the "DIVISION".
- d. If he does not return to work when called while laid off, unless he notifies the "DIVISION" within five (5) working days of call and furnishes satisfactory reason for not returning, or if he cannot be located within a period of five (5) working days and the "DIVISION" has notified the Chief Shop Steward five (5) working days prior to dropping name from the Seniority List.
- e. If he is laid off for a period of more than the number of days equal to one-half his length of service with the "DIVISION" at the time of his lay-off. Upon rehiring there shall be no reduction of seniority if the employee has not lost his seniority.

It is the "DIVISION" policy to consider for rehiring in preference to new employees, any employees who have formerly worked for the "DIVISION" and have lost their seniority under this paragraph (e).

AGREED

(9) Absence of an employee caused by occupational injury or illness will not entail loss of seniority and seniority shall accumulate during such necessary absence.

AGREED

(10) In the event business conditions necessitate a general layoff of employees, the Management and the Bargaining Committee shall meet to work out ~~XX~~ the problems of sharing the work.

(11) Any employee transferred from one department to another shall retain his seniority rating. When an employee is transferred from one department to another, he will not be able to exercise any seniority rights for a period not to exceed three months, except in the case of layoffs.

AGREED

(12) When new operations are established or vacancies created as a result of an employee permanently leaving a position and such vacancies are desirable by reason of higher rates of pay, steadier employment, or desirable working conditions, prior opportunity will, if practicable, and subject to the limitations contained in Section 16, be given to employees in order of seniority providing they have the ability and qualifications to do the work.

ARTICLE VII - SENIORITY - Continued.

AGREED

(13) The "DIVISION" may grant a leave of absence to any employee for good cause when operating conditions permit. An employee requesting leave of absence shall make application in writing to the Personnel Manager setting forth the reason for such request. When leave of absence is granted to an employee by the "DIVISION", the "DIVISION" shall notify the "UNION" in writing of the effective date of such leave of absence. The duration of such leave of absence shall not be in excess of six (6) months, except that there may be a renewal for an additional six (6) months' period upon application by the employee. Such leave of absence shall not entail loss of seniority and seniority shall accumulate during the approved period of absence.

~~THE~~ Temporary positions with either local or International Union will constitute good cause for leave of absence.

AGREED

(14) REVERE policy toward employees other than temporary employees, who may enter into the Land, Air or Naval Forces of the United States, or into the United States Merchant Marine is as follows:

Such employees will be given a leave of absence without pay for the period of their service in such armed forces, and their Seniority will accumulate during their absence.

Such employees who receive satisfactory service certificates upon the completion of their period of service with the armed forces of the United States or the United States Merchant Marine will be returned to their previous position, or to a position of like status and pay, unless REVERE circumstances are so changed as to make it impossible or unreasonable so to do, and providing the employee is still qualified to perform the duties of such position and applies for reemployment within forty (40) days after his release from the Service.

In the event there is a strike or lockout at the place of employment within the forty (40) day period required for application for reemployment, under the previous paragraph, the time within which application for reinstatement must be made shall be extended to a date at least fifteen (15) days from the date of adjustment or settlement of such strike or lockout.

No employee shall lose his seniority or any rights under the terms of this agreement because of his refusal to accept employment while a strike or lockout is in progress at the place of employment.

AGREED

(15) A Seniority List shall be prepared by the "DIVISION" and shall be available at all times for examination by the Chief Steward.

AGREED

(16) It shall be the policy of the Company in case of layoffs only that male employees will retain seniority on jobs that are normally performed by male employees and female employees will retain seniority on jobs that are normally performed by female employees. Such jobs as are male jobs which are converted to female jobs because of the emergency shall for this purpose be considered male jobs.

(17) The General Foreman will notify the Department Steward twenty-four hours in advance of all employees to be laid off and all employees to be recalled to work whenever this is practical.

ARTICLE VIII

SHOP STEWARDS

AGREED

(1) A Shop Steward shall be employed in the department, or one of the departments, which the Shop Steward represents.

AGREED

(2) There shall be a Chief Shop Steward for each of the following:

1. DALLAS DIVISION MILL DEPARTMENTS
2. DALLAS DIVISION MANUFACTURING DEPARTMENTS
3. ORDNANCE DIVISION

AGREED

(3) Each Chief Shop Steward shall be employed in one of the departments or the Section which he represents.

AGREED

(4) No one shall occupy the position of Chief Shop Steward, or Shop Steward, unless he has been continuously in the employment of the "DIVISION" for at least one (1) year.

AGREED

(5) There shall be twenty (20) Shop Stewards assigned in the DALLAS DIVISION, as follows:

1. Casting Shop - including Scrap Handling
2. Brass Mill
3. Copper Mill
4. Annealing Department
5. Slitting Department
6. Electrical Department
7. Machine Shop
8. Maintenance Department
9. Shipping and Warehouse
10. Carpenter Shop
11. Lock Seam Tube Department
12. Forging Department
13. Finishing Department
14. Machining Department
15. Eyelet Department
16. Manufacturing Tool & Die Department (Press & Eyelet)
17. Deep Draw Department
18. Specialty Department
19. Boiler Room
20. Janitor Department

AGREED

(6) There shall be twelve (12) Shop Stewards assigned to the ORDNANCE DIVISION, as follows:

1. Machining and Tool Room
2. Maintenance Department
3. Electrical Department
- 4.) Casting Shop - Including Scrap Handling
- 5.) Two Stewards
6. Annealing Department
7. Rolling Mill
8. Press Department
9. Shipping and Receiving Department - Including Boiler Room
10. Carpenter Shop
11. Janitor Department
12. Laboratory

ARTICLE VIII - SHOP STEWARDS - Continued

(7) In addition to the number of Shop Stewards designated under Section (5) and (6), the "UNION" shall be entitled to one Deputy Steward for each fifty (50) employees on the night shifts.

Such Deputy Stewards shall have a higher seniority rating during their term of office than any other hourly rated employees on their respective shifts in their respective departments.

AGREED

(8) The number of Shop Stewards, Deputy Stewards, or Chief Shop Stewards, designated in Sections 2, 5, 6 and 7 of this Article, may be increased by mutual consent of the parties hereto, if there are substantial changes in any department or if new departments are added as a result of the War Program.

AGREED

(9) There will be a Grievance Committee for the Ordnance Division composed of three (3) members who have been in the continuous employment of the "DIVISION" for a period of at least one (1) year.

AGREED

(10) The Bargaining Committee shall be composed of not more than seven (7) employees, employed in the DALLAS PLANT and in the ORDNANCE PLANT. Members of the Bargaining Committee shall have been in the continuous employment of the "DIVISION" for a period of at least one (1) year.

AGREED

(11) The "UNION" may select any representatives of its own choosing in addition to the Bargaining Committee to represent it in its dealings with the "DIVISION". Such added representatives shall not be accorded seniority rights as provided for in Section 6 of Article VII.

AGREED

(12) A complete list of Shop, Deputy and Chief Stewards, and all officers and members of the Bargaining and Grievance Committees of the "UNION" shall be furnished the "DIVISION", and the "DIVISION" shall be notified of any change as soon as such change is made effective. The "DIVISION" will furnish a list of the names of its Labor Committee to the "UNION".

**ARTICLE IX**  
**GRIEVANCES - PROCEDURE**

AGREED

(1) Should differences arise between the "DIVISION" and the "UNION" every effort shall be made to settle such differences immediately.

(2) The following Grievance Procedure shall be adhered to:

NOT AGREED  
SEE COMMENTS  
BELOW

A. All Grievances of the employees shall be taken up for adjustment in the first instance with the immediate supervision by the employee or his department steward or both.

AGREED

B. If satisfactory adjustment is not made, the grievance shall then be reduced to writing by the aggrieved employee, or by the Steward and signed by the employee and then taken up with other supervision in accordance with departmental authority by the Steward to the General Foreman.

AGREED

C. In the event a settlement is not made by the General Foreman, it shall be further taken up as follows:

DALLAS DIVISION: (1) By the Chief Shop Steward and the Assistant Works Manager of the Plant involved.

(2) If the Chief Shop Steward and the Assistant Works Manager cannot adjust the grievance, it shall then be taken up by the Chief Shop Steward with the Personnel Manager, at which time additional representatives of the "DIVISION" and the "UNION" may be called in.

ORDNANCE DIVISION: (1) By the Chief Shop Steward and the Personnel Manager.

(2) If the Chief Shop Steward and the Personnel Manager cannot adjust the grievance, it shall be taken up by the Grievance Committee with the Plant Superintendent, at which time additional representatives of the "DIVISION" and the "UNION" may be called in.

AGREED

D. If the grievance cannot be adjusted through the foregoing steps of procedure, a special conference of the Bargaining Committee and the Works Manager of the Dallas Division shall be held, at which conference additional representatives of the "DIVISION" and the "UNION" may be called in.

AGREED

E. Any employee submitting a grievance may be called by either party to appear as a witness when his case is being reviewed.

AGREED

F. An employee, Shop Steward, Chief Shop Steward or Member of the Grievance Committee shall not leave his work to investigate or discuss grievances unless he has given notice to and received permission from his foreman. Any such employee who visits another department on "UNION" business shall notify the Foreman of the department visited.

COMMENTS:

The "UNION" requests that Section (3) Article IX of the old contract

ARTICLE IX - GRIEVANCES - PROCEDURE - Cont'd

be maintained instead of the wording of the above paragraph "A" Section (2). The Sixth Regional Board in their Directive Order of June 7, 1944, ordered the second sentence of Section (3) Article IX of the old contract be eliminated. The "UNION" has requested reconsideration of this ruling and the matter is now pending before the National War Labor Board at Washington - having been referred there by the Sixth Regional Board.

ARTICLE X

STRIKES

AGREED

(1) If any difference of opinion shall arise between the parties hereto during the period of this agreement, there shall be no lockout, strike of any type or character whatsoever; no suspension, cessation or stoppage of work, and no interference with the free flow of labor to the employer, until every effort has been exhausted to adjust the difference of opinion on its merits through the grievance procedure provided in this agreement. No strike shall be permitted until the matter in controversy has been discussed by representatives of the International Union with the Management.

ARTICLE XI

STATE AND FEDERAL STATUTES

(1) In the event any of the provisions of this agreement shall be in conflict with any State or Federal Statute, Government Order, Rule, Regulation or Decree, such State or Federal Statute, Government Order, Rule, Regulation or Decree shall govern.

AGREED

ARTICLE XII

GENERAL

AGREED

(1) No agreement or understanding, verbal or otherwise, exists in regard to this agreement other than herein stated.

AGREED

(2) Any change in shift hours or any individual wage adjustments affecting employees under the jurisdiction of this contract shall be communicated to the "UNION" before being placed in effect.

AGREED

(3) The "DIVISION" agrees to allow the "UNION" the use of bulletin boards in the plants. The "UNION" agrees to use such bulletin boards for notices of "UNION" business and not for propaganda and campaign publicity. Such notices will be submitted to, and approved by, the Personnel Manager before posting.

AGREED

(4) Members of the Bargaining Committee, or the Grievance Committee, shall be paid by the "DIVISION" for the time consumed by these meetings if such meetings are held during working hours.

If such meetings are held after working hours members of the Bargaining Committee, or the Grievance Committee, shall be paid for the time consumed on the basis of one-half (1/2) by the "DIVISION" and one-half by the "UNION". Payments made for the time consumed by such meetings shall be on the basis of regular hourly base rate.

AGREED

(5) If an employee is injured while at work and is sent home by the "DIVISION" Medical Department, he will be paid for the remainder of the day only on the basis of his regular hourly base rate.

ARTICLE XIII

TERMINATION

This agreement will remain in full force and effect from August 28th, 1944 to August 28th, 1945, inclusive. Within the fifteen (15) day period immediately preceding the thirty (30) days prior to the date of expiration, notice may be given in writing by either party to the other party of their intention to start negotiations on a new agreement to replace the one presently in effect. Upon such written notice by either party, negotiations on a new agreement shall start not later than ten (10) days from the date of such notice. In the event a new agreement has not been reached upon the termination of this existing agreement, this agreement shall remain in full force and effect until such new agreement is reached, but for a period not to exceed sixty (60) days from the termination of this agreement.

IN WITNESS WHEREOF, the "DIVISION" has caused this Agreement to be executed in due form by its Works Manager of the Dallas Division and the "UNION" has caused same to be executed in due form by its International Representative, Local President, Chairman of the Bargaining Committee, and its Committee by authority of its members pursuant to its Constitution and By-Laws as of the day first above written.

DALLAS DIVISION AND ORDNANCE DIVISION  
REVERE COPPER AND BRASS INCORPORATED

BY THOMAS W. FLACK  
Works Manager

UNITED AUTOMOBILE WORKERS OF AMERICA,  
A. F. L.

WITNESSES:

WARREN F. BENSON

HARRY A. HOWELL

PETER G. BRAZALE

C. J. PAUMIER

W. H. WRIGHT

E. G. D'VILESKIS

BY ANTHONY GRUSCHKA  
International Representative

UNITED AUTOMOBILE WORKERS OF AMERICA,  
LOCAL NO. 477

By JOHN HANSEN  
President

By ANTHONY AUDIA  
Chairman, Bargaining Committee

By Bargaining Committee:

ROY DOZOIS

CHRISTIAN THUDIUM

SAM MAZZA

CHARLES J. CHIAKULAS

SPIRO J. DOSSOUNIS

JOSEPH COLEMAN

SUPPLEMENTAL AGREEMENT

Made this 28th day of August, 1944,

between the DALLAS DIVISION and the ORDNANCE DIVISION OF REVERE COPPER AND BRASS INCORPORATED, (hereinafter referred to as the "DIVISION") and LOCAL NO. 477, and UNITED AUTOMOBILE WORKERS OF AMERICA, affiliated with the American Federation of Labor, (hereinafter referred to as the "UNION").

AGREED

The following shall constitute the agreement between the

parties hereto relative to wages and rates of pay and shall supersede the Supplemental Agreement made the 22nd day of June, 1942, which was cancelled and terminated the 1st day of January, 1943.

AGREED

(1) Position rates for hourly rated employees shall be those now

in effect. The position rates may be changed by mutual agreement between the parties hereto.

NOT AGREED  
SEE  
COMMENTS

(2) Any position rate shall be one of the following standard

rates in cents per hour:

\$ .60	\$ .77	\$ .93	\$1.06	\$1.46
.64	.80	.97	1.11	1.51
.66	.83	1.01	1.16	1.56
.68	.86		1.21	1.61
.70	.89		1.26	1.66
.72			1.31	1.71
.74			1.36	1.76
			1.41	1.81

AGREED

AGREED

(3) Position rates are based on Increments and Decrements. Increments and Decrements are defined as follows:

An Increment is the difference between any one of the above rates and the next higher one.

A Decrement is the difference between any one of the above rates and the next lower one.

NOT AGREED  
SEE  
COMMENTS

(4) The Minimum rate for all male employees shall be 80 cents per hour.

The Minimum rate for all female employees shall be 64 cents per hour.

(5) The above minimum rates shall not apply to students or apprentices. Apprentices will be placed in departments in a ratio not to exceed one apprentice to five journeymen. Any deviation from this clause will be arrived at by mutual agreement between the "DIVISION" and the "UNION".

AGREED

(6) Permanently disabled employees who are given work but are unable to fill a regular position may be paid less than the minimum rate when agreed to by the parties hereto.

AGREED

(7) New employees may be hired at not more than two (2) decrements below the established minimum rate, and shall receive not less than the minimum hourly rate after three (3) months service accumulated during a period of six (6) months. Immediately upon the signing of this agreement, a joint application will be made to the W.L.B. requesting this period of time be changed to fifty-two (52) days worked; this change will become effective if and when approved by the W. L. B.

AGREED

(8) Laid off employees who are on the seniority list and who are re-employed will receive not less than the hourly rate of pay which currently corresponds with the position rate they were receiving when laid off, provided they have the ability and qualifications to do the work.

AGREED

AGREED

(9) Laid off employees who have lost their seniority status and who are re-employed shall receive not less than the hiring rate then in effect.

(10) When an employee is temporarily transferred to another position, he shall receive the job rate nearest his regular position hourly base rate.

NOT AGREED  
SEE  
COMMENTS

(11) All employees who work on night shifts shall be paid two increments per hour premium above their position rate for all hours worked. A night shift is any shift hours of which include any hours between 6:00 P. M. and 6:00 A. M.

AGREED

(12) If employees are ordered to report for work by the "DIVISION" but on arrival at the plant are sent home because no work is available, such employees shall be paid not less than four (4) hours' pay at their regular Hourly Base Rate. This rule shall not apply where emergencies occur over which the "DIVISION" has no control. The foregoing shall not apply if previous to when such employees were ordered to report, the "DIVISION" either in writing to his address appearing on the "DIVISION" records, or personally, shall have notified such employees not to report, nor shall it apply to employees who report following a layoff. A notice posted on the bulletin board while the employee is working constitutes a personal notice.

(13) This agreement shall remain in full force and effect from August 28th, 1944, to March 1st, 1945, inclusive. Within the fifteen (15) day period immediately preceding the thirty (30) days prior to the date of expiration, notice may be given in writing by either party to the other part of their intention to start negotiations on a new agreement to replace the one presently in effect. Upon such written notice by either party negotiations on a new agreement shall start

not later than ten (10) days from the date of such notice.

COMMENTS:

The matter of Wages, under Sections (1) and (4) and Night Premiums, under Section (11), was referred to the W. L. B. by the UNION in their request for a two-increment general increase in wages and a one-increment increase in night premiums for the 12 Midnight to 8 A. M. shift. In the W. L. B. Directive Order of June 7, 1944, they denied the UNION'S request for a wage and night premium increase. Following this decision of the Sixth Regional Board, the UNION petitioned for a review and reconsideration of the Directive Order of June 7th. On July 28, 1944, the Sixth Regional Board denied the UNION'S request for reconsideration and transmitted the request for review to the National War Labor Board in Washington for their action, where the matter is now pending.

IN WITNESS WHEREOF, the "DIVISION" has caused this Agreement to be executed in due form by its Works Manager of the Dallas Division and the "UNION" has caused same to be executed in due form by its International Representative, Local President, Chairman of the Bargaining Committee, and its Committee by authority of its members pursuant to its Constitution and By-Laws as of the day first above written.

DALLAS DIVISION AND ORDNANCE DIVISION  
REVERE COPPER AND BRASS INCORPORATED

BY THOMAS W. FLACK  
Works Manager

UNITED AUTOMOBILE WORKERS OF AMERICA,  
A. F. L.

BY ANTHONY GRUSCHKA  
International Representative

WITNESSES:

WARREN F. BENSON

HARRY A. HOWELL

PETER G. BRAZALE

C. J. PAUMIER

W. H. WRIGHT

E. G. D'VILESKIS

UNITED AUTOMOBILE WORKERS OF AMERICA,  
LOCAL NO. 477

BY John Hansen  
President

By Anthony Audia  
Chairman, Bargaining Committee

By Bargaining Committee:

ROY DOZOIS

CHRISTIAN THUDIUM

SAM MAZZA

CHARLES J. CHIAKULAS

SPIRO J. DOSSOUNIS

JOSEPH COLEMAN

AGREEMENT

AN AGREEMENT made and entered into this Sept 10 day of 1943 by and between the FULTON COMPANY, West Allis, Wisconsin, herein-  
after called the COMPANY, and the INTERNATIONAL UNION, UNITED AUTOMOBILE,  
AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, CIO, and its  
LOCAL #335, hereinafter called the UNION:

PREAMBLE:

WHEREAS, The parties hereto desire to regulate mutual relations between the Company and the Union with a view of securing harmonious cooperation between the employer and employees and averting misunderstandings and stoppages of work,

NOW, THEREFORE, The parties mutually agree as follows:

ARTICLE I - RECOGNITION

Section 1. The Company recognizes the Union as the sole bargaining agency for all of its employees as provided by law as follows: "Representatives designated or selected for the purpose of collective bargaining by the majority of its employees in a unit appropriate for such purposes shall be the conclusive representatives of all the employees in such units for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment; provided that any individual employee or group of employees shall have the right at any time to present grievances to their employer."

Section 2. The words "unit appropriate for such purposes" shall be deemed to exclude the following employees of the Company:

- |                                |                    |
|--------------------------------|--------------------|
| (a) Time Study Men             | (e) Draftsmen      |
| (b) Plant Protection Employees | (f) Stenographers  |
| (c) Confidential Clerks        | (g) Superintendent |
| (d) Engineers                  | (h) Foreman        |

Section 3. The Company recognizes, and will not interfere with, the right of its employees to become members of the Union and agrees that there shall be no interference, restraint or coercion by the Company or by any of its agents against any employee because of such membership.

Section 4. The Union agrees that there will be no intimidation or coercion of any kind used upon the Company's property to induce employees to join the Union. It is further agreed that no membership solicitation or other Union business, except as hereinafter provided, shall be conducted during working hours.

Section 5. The management of the plant, direction of all working forces and of the affairs of the Company, including the right to hire, suspend or discharge for cause, shall be vested exclusively in the Company provided that those rights shall not be used in any way for discrimination against any member of the Union on account of such membership and provided further that any act of the Company deemed by any employee to be objectionable, unjust, or unfair, may be presented as a grievance as hereinafter provided.

## ARTICLE II - COLLECTIVE BARGAINING

Section 1. The parties hereto agree to procedure for collective bargaining providing for:

- (a) Designated management representatives or any other chosen representatives of the Company.
- (b) Designated Union representatives which shall consist of the Bargaining Committee of the Union and any of its chosen representatives, including a Chief Steward and additional Stewards as chosen by the Union. Said committee or representatives will be afforded such time off without pay as may be required to attend regular scheduled or special meetings with the management. When necessary, any member of the Bargaining Committee shall have the right to visit departments other than his own at all reasonable times for the purpose of transacting the legitimate business of the Committee after notice to his foreman. Before contacting a worker in any department, he shall report to that worker's foreman the nature of his business.

Section 2. The following system of presenting and adjusting grievances, to-wit:

(a) Any employee or group of employees having a grievance that does not concern hours of work rates of pay or conditions of employment, shall take up such grievance with the foreman of that department.

(b) In the event that any grievance as referred to in (a) shall not be satisfactorily settled between the foreman and any employee or group of employees, or if they have any grievance affecting hours of work, rates of pay or conditions of employment, they shall be accompanied by the Steward to the Department Head. The nature of the grievance shall be explained to the Department Head, who shall thereupon attempt to make a mutually satisfactory solution to the difficulty within a reasonable length of time.

(c) In the event that no decision can be reached that is mutually satisfactory, the Steward shall then refer the grievance to the Chief Steward or Divisional Representative. The Chief Steward and the aggrieved party or parties shall meet with the Department Head and attempt to reach a mutually satisfactory solution of the difficulty. In the event that no mutually satisfactory solution can be reached, the Chief Steward or Divisional Representative shall refer the problem to the Bargaining Committee, who shall thereupon bring the issue before the Company's representatives in writing. If these two bodies cannot reach a mutually satis-

final decision, the Union shall have the right to call upon its outside chosen representatives to assist in negotiating a settlement and any agreement so reached shall be considered final and binding upon both parties.

(d) In any case wherein the nature of the difficulty concerns more than one employee, any agreement between the Steward and the Department Heads may be reviewed by the Chief Steward and if not satisfactory to him, referred to the Bargaining Committee and the Management as provided in the preceding paragraphs.

(e) The Company agrees that there will be no lockout of its employees and the Union agrees that there will be no stoppage of work until all the above steps have been complied with.

(f) The Bargaining Committee shall meet regularly with the representatives of the company after working hours on the first and third Tuesday of each month.

(g) Either the Company or the Bargaining Committee may call a joint meeting at any time, such meeting to be held within the next two working days.

### ARTICLE III - HOURS OF WORK AND OVERTIME

Section 1. Eight (8) consecutive working hours, lunch period excepted, in any twenty-four (24) hours shall constitute a working day. Forty (40) working hours from 7:00 A.M. Monday to 7:00 A.M. Saturday shall constitute a working week. All employees shall be allotted five minutes prior to the end of the shift to be used as a washup period.

Section 2. Shift times shall be as follows:

- (a) When but one shift is needed, the hours shall be from 7:00 A.M. to 11:30 A.M. and from 12:15 P.M. to 3:45 P.M.
- (b) When two or more shifts are needed, the hours shall be set by mutual agreement.
- (c) The parties agree that modification of the shift times as above may be made for individuals, work classification groups, or departments, and that such modifications will be made from time to time by mutual written agreement of the parties.

Section 3. One and one-half ( $1\frac{1}{2}$ ) times the regular hourly earnings shall be paid for all work in excess of eight (8) hours performed in any one day. Two (2) times the regular hourly earnings shall be paid for all work performed on Saturdays after the first four (4) hours, and two (2) times the regular hourly earnings shall be paid for all work performed on Sundays and the following legal Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Two (2) times the regular hourly earnings shall be paid for all work performed in excess of forty-six (46) hours in any one week. If the holidays so named fall on Sunday, the following day shall be considered the holiday. The provision of this article regarding overtime pay shall not apply to watchmen. No work other than that of fireman, watchman shall be performed on the first Monday in September.

Section 4. All employees working on the second shift or all those

on the third shift, who shall work such second or third shift time before 12 o'clock Midnight, will receive five cents (5¢) per hour shift bonus for all hours worked. All employees on the second or third shift who work after 12 o'clock Midnight and until the regular starting time in the morning shall receive seven cents (7¢) per hour additional for all hours worked. Employees will be granted a twenty (20) minute paid lunch period when working on the second or third shift.

Section 5. Any employee reporting for work in the usual way shall receive pay at the regular rate for at least four (4) hours, unless:

- (a) The employee has been notified on the previous day not to report; or
- (b) The lack of work is due to causes beyond the normal control of the Management, such as fire, tornado, water damage, civil commotions, etc. Said earnings to be computed on the amount paid on the last employed day.

Section 6. All holidays hereinbefore enumerated shall be considered as from 12 Midnight of the day previous to 5:00 A.M. of the day following.

#### ARTICLE IV - VACATIONS

Section 1. (a) Vacations with pay for all employees shall be as follows: All employees on the payroll as of January 1, 1943, and who have had at least nine (9) months of service in the preceding calendar year shall receive vacations with pay as follows:

One to three years of service - - 3 working days  
Three to five years of service - - 5 working days  
One additional day for each additional year's service,  
with maximum of ten (10) working days.

(b) Working days are from Monday to Friday, inclusive, and consist of eight (8) hours per day.

Section 2. (a) Employees shall receive for 1943 a vacation of at least the number of days they received for 1942.

(b) Beginning in 1944, employees shall receive the minimum amount of vacation they received in 1943, plus one additional day, provided they have worked nine months in 1943 and prior to January 1, 1944. This provision shall apply only to those employees who received five or more days' vacation in 1943.

Section 3. Vacation pay shall be determined by multiplying the employees' average hourly rate times the number of vacation hours to which they are entitled. Such average hourly rate shall be arrived at by dividing the total earnings for the previous calendar year by the number of hours worked.

4 Section 5. (a) The vacation must actually be taken in order to receive vacation pay.

(b) Vacations may be taken any time during the year.

(c) The time for the individual employees' vacation shall be chosen according to the seniority list of each department. A schedule to be worked out so as not to cripple production.

#### ARTICLE V - SENIORITY

Section 1. New employees shall be known as "probationers" until they have been employed by the company for a period of thirty (30) days. If at the end of this probationary period they are accepted as regular employees, seniority shall date back to the first day of employment.

Section 2. (a) Straight seniority by the department for all employees shall be the rule, except as necessarily modified in connection with classification of tasks. If an employee is transferred from one department to another, his seniority shall be determined in the following manner: he shall be considered a new employee in the new department and should a lay-off be necessary in the new department before he has worked in the new department a period of time exceeding the amount of time in the previous department, he shall return to the previous department with accumulated time from both departments. However, should an employee have worked in the new department an amount of time exceeding that in the old department, the entire seniority shall be transferred to the new department and they shall have no more seniority in the old department.

(b) The above provisions shall only affect future transfers. Previous transfers shall be left as are.

Section 3. The Bargaining Committee shall be promptly notified of all lay-offs and of all employees recalled to work.

Section 4. The Company and the Union shall cooperate to maintain an accurate seniority list, which shall be posted in a conspicuous place in the Employment Office, and each will notify the other promptly of any changes therein.

Section 5. The Company and Union agree, in case of slack periods, to the following procedure.

(a) When work becomes slack in departments where there is more than one shift, the second and third shifts will be laid off first before there are any changes in hours of the day shift, and provided that the required crew on the day shift shall be the oldest in seniority in the department. Then hours may be reduced to thirty (30) hours before making further lay-offs.

(b) In the Plating Department, any one group may be regulated in above manner without affecting the rest of the Department.

(c) Any one group in the Assembly Department may be reduced to thirty (30) hours before affecting the rest of the department, and employees with seniority rights shall get preference on all full time jobs in the department. By exercising seniority, an employee capable of making base rate, within five (5) days on an occupation within another group, may be allowed to transfer to said group.

(d) No reduction in hours will be made until the situation has been analyzed and a decision thereto arrived at by the Bargaining Committee and the Management.

Section 6. When it becomes necessary to lay off employees, the following procedure shall be pursued:

(a) Employees of the department or departments affected who are not members of the Union shall be laid off in the reverse order of their hiring prior to laying off any member of the Union.

(b) Employees who are members of the Union shall then be laid off in the reverse order of their hiring.

Section 7. The President, Vice President, Financial Secretary, Recording Secretary and another Board Member, with seniority on the Board, plus the Chief Steward of the Union, shall have continuous employment provided work for them is available in their respective departments. At the close of their term in office, their seniority rights shall be as if they had not been officers of the Union.

Section 8. In the matter of increasing the production forces, the following system shall be utilized:

(a) Employees who are members of the Union shall be recalled to work in the reverse order of their lay-off, and then

(b) Employees who are not members of the Union shall be recalled in the reverse order of their lay-off.

Section 9. In case it is necessary to lay off any employees, the persons to be thus laid off shall have the privilege of transferring to work in other departments that may be available and that he is capable of performing. No employee shall demand seniority over another until twenty-four (24) hours after he shall have been laid off.

Section 10. No employee shall be transferred from one department to another except with the approval of the employee and of the Bargaining Committee. Employees transferred to supervisory positions, and who are paid on an hourly basis, shall continue to accumulate seniority.

Section 11. Any employee who has become unable to satisfactorily handle his regular work shall be given preference to whatever light work may be available and paid at the usual rate for such work.

Section 12. It is mutually agreed that whenever promotions become available, the Company shall give prior opportunity to learn those jobs to the employees who have:

- (a) Length of Service
- (b) Knowledge of the Job
- (c) Adaptability for the Job
- (d) Reliability
- (e) Interest

and where other factors are deemed equal, length of service shall govern.

Section 13. Any employee shall lose his seniority for the following reasons only:

- (a) If he shall quit.
- (b) If he shall have been discharged for cause.
- (c) If he fails to report for work within five (5) working days after having been notified by the Company, except if prevented from returning by accident, serious illness or other reasons acceptable to the Company and the Union.
- (d) If unemployed by the Company for a period exceeding one-half of his length of service with the company. However, the minimum shall be two (2) years.

Section 14. Employees desiring a leave of absence shall make written request outlining the reasons therefor. If granted by mutual consent of the Company and the Union, a record in triplicate of the leave shall be made; the original to be retained by the employee, the duplicate by the Company and the triplicate by the Union.

#### ARTICLE VI - DISCHARGE

Section 1. Employees who consistently fail to meet production requirements shall be advised of such failure and the Steward in that Department also informed, and if still unable to meet normal requirements, such employees may be discharged.

Section 2. In the event any employee discharged believes such discharge unfair or unjust, he shall report the matter to the Bargaining Committee and it shall constitute a grievance to be handled as provided in ARTICLE II of this contract.

#### ARTICLE VII - GENERAL

Section 1. The Company agrees to pay employees on every other Friday and during working hours so far as it is practicable. In the event a holiday falls on Friday, payday shall be the Thursday preceding.

Section 2. The Company agrees upon requests to inform the Union as to the compensation of any Union employee.

Section 3. The Company agrees that there will be a notice issued in writing before either hiring or laying off of any employees has been done.

Section 4. In the event of war, any employee called into the services of the United States of America shall have his seniority remain in effect for the period of such service and on his return to work shall be promptly returned to his former employee status.

#### ARTICLE VIII - WAGES

All matters pertaining to wages shall be contained in the attached schedule entitled "Exhibit A".

#### ARTICLE IX - EFFECTIVE DATE, TERMINATION

Section 1. It is mutually agreed and understood that this contract shall not be binding until it has met with the signed approval of the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, CIO.

Section 2. This agreement shall go into effect December 10, 1943, and continue in effect, unless amended by mutual agreement, until March 31, 1944 and shall continue from year to year thereafter unless notice is given by either party at least thirty (30) days prior to March 31, 1944, or thirty (30) days prior to March 31st in any year thereafter.

IN WITNESS WHEREOF the Company has caused its name to be subscribed hereto by its President and its Secretary and the Union has caused its name to be subscribed by the President and the Secretary on this 11th day of January, 1944.

FOR THE COMPANY:

S. A. Fulton  
President

L. M. Fidler  
Secretary

FOR THE UNION:

Robert Schmidt  
President

Ray Lucht  
Recording Secretary

/s/

Walter Cappel  
International Representative

Approved for the INTERNATIONAL UNION

/s/ Joseph Mattson  
Director, Region #4

1-15-44

uopwa

EXHIBIT "A"

EXHIBIT "A" of an agreement by and between the FULTON COMPANY, West Allis, Wisconsin, hereinafter called the COMPANY, and the INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, CIO, and its LOCAL NO. 335, hereinafter called the UNION, first entered into this \_\_\_\_\_ day of \_\_\_\_\_, 194\_\_.

Section 1. The following shall be the job classifications and rates for such classifications, effective December 10, 1943:

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SEE RATE SHEET

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Section 2. New employees shall receive a rate of 4¢ per hour for women and 5¢ per hour for men less than base wage for their probationary period.

Section 3. The parties agree that for the purpose of determining hourly work quotas:

- (a) an operation shall be studied only under normal conditions;
- (b) studies shall be taken only with the full knowledge of the operator, department foreman, and the Union representative.

Section 4. The Management agrees that in establishing rates of production, it will make studies on the basis of fairness and equity consistent with normal working operations and reasonable working capacities of average operators; and to so set rates that the average competent operator working with reasonable diligence can earn not less than the amount set forth for the classification of the job on which he or she is working.

Section 5. The Company agrees that it will exercise every effort to rapidly place the operations on a task incentive basis.

Section 6. Job quotas will not be raised except where there is a change in methods, material or operation.

Section 7. In the event the Union deems a proposed job quota to be too high, the job will be restudied and any revised rate shall be retroactive to the date of the issuance of the job quota.

Section 8. After a job has been classified, base rate set, and the job quotas of production established, the incentives as outlined are contingent upon the employees efforts.

Section 9. The Company agrees to the following on daywork and delay:

- (a) that regular base rate as specified in the classification will be paid where tool, die, jig, power or equipment failure interferes with the operators production;
- (b) That where operator is slowed up by the material inequalities of the pieces he or she are working on - and it has been checked and verified as such by the production manager - a ten percent (10%) on base will be paid on all day work.

Section 10. When an employee is placed on a production job having no piece work rate, if he or she are trained and capable of fulfilling the task, he or she will be paid base wage as specified in the classification plus a penalty rate of ten percent (10%) of base wage.

Section 11. Where an operator is not experienced on the task and no rate is available, the regular base wage specified by the classification will be paid.

Section 12. The company guarantees base wage daily, per job or per day, whichever is lesser.

Section 13. The following procedure has been agreed upon as a method of handling grievances pertaining to incentive rates:

- (a) An employee who believes that his job quota is too high shall so notify the Chief Steward.
- (b) The Chief Steward shall at once, on his own time, make a cursory examination of the job and if, in his opinion, the complaint is justified, he shall so report to the time study department in writing. The time study department shall have until the close of the following day of work to further investigate and render its decision.
- (c) In the event the Time Study Department deems the rate to be **fair, the time study man, accompanied by a Union representative shall make an observation of the job in question. The time of the Union representative for such observation and discussion, not to exceed one half hour, will be paid for by the Company at the base rate of the task at which he is currently working.**
- (d) In the event that no mutually satisfactory decision can be reached by the Time Study Department and the Union Representative, the matter shall thereafter be handled as a grievance as provided in the Agreement of January 11, 1944

IN WITNESS WHEREOF the Company has caused its name to be subscribed hereto by its President and the Secretary - and the Union has caused its name to be subscribed by the President and Secretary on this 11th day of January, 1944.

FOR THE COMPANY:

S. A. Fulton  
President

L. M. Fidler  
Secretary

FOR THE UNION:

Robert Schmidt  
President

Ray Lucht  
Secretary

For the INTERNATIONAL UNION:

Joseph Mattson  
Director, Region #4

1-15-44

AGREEMENT

AN AGREEMENT made and entered into this Sept 10 day of 1943, by and between the FULTON COMPANY, West Allis, Wisconsin, herein- after called the COMPANY, and the INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, CIO, and its LOCAL #335, hereinafter called the UNION:

PREAMBLE:

WHEREAS, The parties hereto desire to regulate mutual relations between the Company and the Union with a view of securing harmonious cooperation between the employer and employees and averting misunderstandings and stoppages of work,

NOW, THEREFORE, The parties mutually agree as follows:

ARTICLE I - RECOGNITION

Section 1. The Company recognizes the Union as the sole bargaining agency for all of its employees as provided by law as follows: "Representatives designated or selected for the purpose of collective bargaining by the majority of its employees in a unit appropriate for such purposes shall be the conclusive representatives of all the employees in such units for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment; provided that any individual employee or group of employees shall have the right at any time to present grievances to their employer."

Section 2. The words "unit appropriate for such purposes" shall be deemed to exclude the following employees of the Company:

- |                                |                    |
|--------------------------------|--------------------|
| (a) Time Study Men             | (e) Draftsmen      |
| (b) Plant Protection Employees | (f) Stenographers  |
| (c) Confidential Clerks        | (g) Superintendent |
| (d) Engineers                  | (h) Foreman        |

Section 3. The Company recognizes, and will not interfere with, the right of its employees to become members of the Union and agrees that there shall be no interference, restraint or coercion by the Company or by any of its agents against any employee because of such membership.

Section 4. The Union agrees that there will be no intimidation or coercion of any kind used upon the Company's property to induce employees to join the Union. It is further agreed that no membership solicitation or other Union business, except as hereinafter provided, shall be conducted during working hours.

Section 5. The management of the plant, direction of all working forces and of the affairs of the Company, including the right to hire, suspend or discharge for cause, shall be vested exclusively in the Company provided that those rights shall not be used in any way for discrimination against any member of the Union on account of such membership and provided further that any act of the Company deemed by any employee to be objectionable, unjust, or unfair, may be presented as a grievance as hereinafter provided.

## ARTICLE II - COLLECTIVE BARGAINING

Section 1. The parties hereto agree to procedure for collective bargaining providing for:

- (a) Designated management representatives or any other chosen representatives of the Company.
- (b) Designated Union representatives which shall consist of the Bargaining Committee of the Union and any of its chosen representatives, including a Chief Steward and additional Stewards as chosen by the Union. Said committee or representatives will be afforded such time off without pay as may be required to attend regular scheduled or special meetings with the management. When necessary, any member of the Bargaining Committee shall have the right to visit departments other than his own at all reasonable times for the purpose of transacting the legitimate business of the Committee after notice to his foreman. Before contacting a worker in any department, he shall report to that worker's foreman the nature of his business.

Section 2. The following system of presenting and adjusting grievances, to-wit:

(a) Any employee or group of employees having a grievance that does not concern hours of work rates of pay or conditions of employment, shall take up such grievance with the foreman of that department.

(b) In the event that any grievance as referred to in (a) shall not be satisfactorily settled between the foreman and any employee or group of employees, or if they have any grievance affecting hours of work, rates of pay or conditions of employment, they shall be accompanied by the Steward to the Department Head. The nature of the grievance shall be explained to the Department Head, who shall thereupon attempt to make a mutually satisfactory solution to the difficulty within a reasonable length of time.

(c) In the event that no decision can be reached that is mutually satisfactory, the Steward shall then refer the grievance to the Chief Steward or Divisional Representative. The Chief Steward and the aggrieved party or parties shall meet with the Department Head and attempt to reach a mutually satisfactory solution of the difficulty. In the event that no mutually satisfactory solution can be reached, the Chief Steward or Divisional Representative shall refer the problem to the Bargaining Committee, who shall thereupon bring the issue before the Company's representatives in writing. If these two bodies cannot reach a mutually satis-

final decision, the Union shall have the right to call upon its outside chosen representatives to assist in negotiating a settlement and any agreement so reached shall be considered final and binding upon both parties.

(d) In any case wherein the nature of the difficulty concerns more than one employee, any agreement between the Steward and the Department Heads may be reviewed by the Chief Steward and if not satisfactory to him, referred to the Bargaining Committee and the Management as provided in the preceding paragraphs.

(e) The Company agrees that there will be no lockout of its employees and the Union agrees that there will be no stoppage of work until all the above steps have been complied with.

(f) The Bargaining Committee shall meet regularly with the representatives of the company after working hours on the first and third Tuesday of each month.

(g) Either the Company or the Bargaining Committee may call a joint meeting at any time, such meeting to be held within the next two working days.

### ARTICLE III - HOURS OF WORK AND OVERTIME

Section 1. Eight (8) consecutive working hours, lunch period excepted, in any twenty-four (24) hours shall constitute a working day. Forty (40) working hours from 7:00 A.M. Monday to 7:00 A.M. Saturday shall constitute a working week. All employees shall be allotted five minutes prior to the end of the shift to be used as a washup period.

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- (a) When but one shift is needed, the hours shall be from 7:00 A.M. to 11:30 A.M. and from 12:15 P.M. to 3:45 P.M.
- (b) When two or more shifts are needed, the hours shall be set by mutual agreement.
- (c) The parties agree that modification of the shift times as above may be made for individuals, work classification groups, or departments, and that such modifications will be made from time to time by mutual written agreement of the parties.

Section 3. One and one-half ( $1\frac{1}{2}$ ) times the regular hourly earnings shall be paid for all work in excess of eight (8) hours performed in any one day. Two (2) times the regular hourly earnings shall be paid for all work performed on Saturdays after the first four (4) hours, and two (2) times the regular hourly earnings shall be paid for all work performed on Sundays and the following legal Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Two (2) times the regular hourly earnings shall be paid for all work performed in excess of forty-six (46) hours in any one week. If the holidays so named fall on Sunday, the following day shall be considered the holiday. The provision of this article regarding overtime pay shall not apply to watchmen. No work other than that of fireman, watchman shall be performed on the first Monday in September.

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on the third shift, who shall work such second or third shift time before 12 o'clock Midnight, will receive five cents (5¢) per hour shift bonus for all hours worked. All employees on the second or third shift who work after 12 o'clock Midnight and until the regular starting time in the morning shall receive seven cents (7¢) per hour additional for all hours worked. Employees will be granted a twenty (20) minute paid lunch period when working on the second or third shift.

Section 5. Any employee reporting for work in the usual way shall receive pay at the regular rate for at least four (4) hours, unless:

- (a) The employee has been notified on the previous day not to report; or
- (b) The lack of work is due to causes beyond the normal control of the Management, such as fire, tornado, water damage, civil commotions, etc. Said earnings to be computed on the amount paid on the last employed day.

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Section 1. (a) Vacations with pay for all employees shall be as follows: All employees on the payroll as of January 1, 1943, and who have had at least nine (9) months of service in the preceding calendar year shall receive vacations with pay as follows:

One to three years of service - - 3 working days  
Three to five years of service - - 5 working days  
One additional day for each additional year's service,  
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(b) Working days are from Monday to Friday, inclusive, and consist of eight (8) hours per day.

Section 2. (a) Employees shall receive for 1943 a vacation of at least the number of days they received for 1942.

(b) Beginning in 1944, employees shall receive the minimum amount of vacation they received in 1943, plus one additional day, provided they have worked nine months in 1943 and prior to January 1, 1944. This provision shall apply only to those employees who received five or more days' vacation in 1943.

Section 3. Vacation pay shall be determined by multiplying the employees' average hourly rate times the number of vacation hours to which they are entitled. Such average hourly rate shall be arrived at by dividing the total earnings for the previous calendar year by the number of hours worked.

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(b) In the Plating Department, any one group may be regulated in above manner without affecting the rest of the Department.

(c) Any one group in the Assembly Department may be reduced to thirty (30) hours before affecting the rest of the department, and employees with seniority rights shall get preference on all full time jobs in the department. By exercising seniority, an employee capable of making base rate, within five (5) days on an occupation within another group, may be allowed to transfer to said group.

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Section 11. Any employee who has become unable to satisfactorily handle his regular work shall be given preference to whatever light work may be available and paid at the usual rate for such work.

Section 12. It is mutually agreed that whenever promotions become available, the Company shall give prior opportunity to learn those jobs to the employees who have:

- (a) Length of Service
- (b) Knowledge of the Job
- (c) Adaptability for the Job
- (d) Reliability
- (e) Interest

and where other factors are deemed equal, length of service shall govern.

Section 13. Any employee shall lose his seniority for the following reasons only:

- (a) If he shall quit.
- (b) If he shall have been discharged for cause.
- (c) If he fails to report for work within five (5) working days after having been notified by the Company, except if prevented from returning by accident, serious illness or other reasons acceptable to the Company and the Union.
- (d) If unemployed by the Company for a period exceeding one-half of his length of service with the company. However, the minimum shall be two (2) years.

Section 14. Employees desiring a leave of absence shall make written request outlining the reasons therefor. If granted by mutual consent of the Company and the Union, a record in triplicate of the leave shall be made; the original to be retained by the employee, the duplicate by the Company and the triplicate by the Union.

#### ARTICLE VI - DISCHARGE

Section 1. Employees who consistently fail to meet production requirements shall be advised of such failure and the Steward in that Department also informed, and if still unable to meet normal requirements, such employees may be discharged.

Section 2. In the event any employee discharged believes such discharge unfair or unjust, he shall report the matter to the Bargaining Committee and it shall constitute a grievance to be handled as provided in ARTICLE II of this contract.

#### ARTICLE VII - GENERAL

Section 1. The Company agrees to pay employees on every other Friday and during working hours so far as it is practicable. In the event a holiday falls on Friday, payday shall be the Thursday preceding.

Section 2. The Company agrees upon requests to inform the Union as to the compensation of any Union employee.

Section 3. The Company agrees that there will be a notice issued in writing before either hiring or laying off of any employees has been done.

Section 4. In the event of war, any employee called into the services of the United States of America shall have his seniority remain in effect for the period of such service and on his return to work shall be promptly returned to his former employee status.

#### ARTICLE VIII - WAGES

All matters pertaining to wages shall be contained in the attached schedule entitled "Exhibit A".

#### ARTICLE IX - EFFECTIVE DATE, TERMINATION

Section 1. It is mutually agreed and understood that this contract shall not be binding until it has met with the signed approval of the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, CIO.

Section 2. This agreement shall go into effect December 10, 1943, and continue in effect, unless amended by mutual agreement, until March 31, 1944 and shall continue from year to year thereafter unless notice is given by either party at least thirty (30) days prior to March 31, 1944, or thirty (30) days prior to March 31st in any year thereafter.

IN WITNESS WHEREOF the Company has caused its name to be subscribed hereto by its President and its Secretary and the Union has caused its name to be subscribed by the President and the Secretary on this 11th day of January, 1944.

FOR THE COMPANY:

S. A. Fulton  
President

L. M. Fidler  
Secretary

FOR THE UNION:

Robert Schmidt  
President

Ray Lucht  
Recording Secretary

/s/

Walter Cappel  
International Representative

Approved for the INTERNATIONAL UNION

/s/

Joseph Mattson  
Director, Region #4

1-15-44

uopwa

EXHIBIT "A"

EXHIBIT "A" of an agreement by and between the FULTON COMPANY, West Allis, Wisconsin, hereinafter called the COMPANY, and the INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, CIO, and its LOCAL NO. 335, hereinafter called the UNION, first entered into this \_\_\_\_\_ day of \_\_\_\_\_, 194\_\_.

Section 1. The following shall be the job classifications and rates for such classifications, effective December 10, 1943:

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SEE RATE SHEET

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Section 2. New employees shall receive a rate of 4¢ per hour for women and 5¢ per hour for men less than base wage for their probationary period.

Section 3. The parties agree that for the purpose of determining hourly work quotas:

- (a) an operation shall be studied only under normal conditions;
- (b) studies shall be taken only with the full knowledge of the operator, department foreman, and the Union representative.

Section 4. The Management agrees that in establishing rates of production, it will make studies on the basis of fairness and equity consistent with normal working operations and reasonable working capacities of average operators; and to so set rates that the average competent operator working with reasonable diligence can earn not less than the amount set forth for the classification of the job on which he or she is working.

Section 5. The Company agrees that it will exercise every effort to rapidly place the operations on a task incentive basis.

Section 6. Job quotas will not be raised except where there is a change in methods, material or operation.

Section 7. In the event the Union deems a proposed job quota to be too high, the job will be restudied and any revised rate shall be retroactive to the date of the issuance of the job quota.

Section 8. After a job has been classified, base rate set, and the job quotas of production established, the incentives as outlined are contingent upon the employees efforts.

Section 9. The Company agrees to the following on daywork and delay:

- (a) that regular base rate as specified in the classification will be paid where tool, die, jig, power or equipment failure interferes with the operators production;
- (b) That where operator is slowed up by the material inequalities of the pieces he or she are working on - and it has been checked and verified as such by the production manager - a ten percent (10%) on base will be paid on all day work.

Section 10. When an employee is placed on a production job having no piece work rate, if he or she are trained and capable of fulfilling the task, he or she will be paid base wage as specified in the classification plus a penalty rate of ten percent (10%) of base wage.

Section 11. Where an operator is not experienced on the task and no rate is available, the regular base wage specified by the classification will be paid.

Section 12. The company guarantees base wage daily, per job or per day, whichever is lesser.

Section 13. The following procedure has been agreed upon as a method of handling grievances pertaining to incentive rates:

- (a) An employee who believes that his job quota is too high shall so notify the Chief Steward.
- (b) The Chief Steward shall at once, on his own time, make a cursory examination of the job and if, in his opinion, the complaint is justified, he shall so report to the time study department in writing. The time study department shall have until the close of the following day of work to further investigate and render its decision.
- (c) In the event the Time Study Department deems the rate to be fair, the time study man, accompanied by a Union representative shall make an observation of the job in question. The time of the Union representative for such observation and discussion, not to exceed one half hour, will be paid for by the Company at the base rate of the task at which he is currently working.
- (d) In the event that no mutually satisfactory decision can be reached by the Time Study Department and the Union Representative, the matter shall thereafter be handled as a grievance as provided in the Agreement of January 11, 1944

IN WITNESS WHEREOF the Company has caused its name to be subscribed hereto by its President and the Secretary - and the Union has caused its name to be subscribed by the President and Secretary on this 11th day of January, 1944.

FOR THE COMPANY:

S. A. Fulton  
President

L. M. Fidler  
Secretary

FOR THE UNION:

Robert Schmidt  
President

Ray Lucht  
Secretary

For the INTERNATIONAL UNION:

Joseph Mattson  
Director, Region #4

1-15-44

REFERENCE OVERTIME SECTION

Article 3, section 3 on overtime is subjugated to the executive order of the President of the United States of America. Recent interpretation in newspaper article 2/20/44 is as follows:

**"TIME AND ONE-HALF PAY ORDER CLARIFIED"**

"The executive order pertaining to overtime pay for war work "permits" but does not require time and one-half pay for work performed on the sixth day in any regularly scheduled work week, Kenneth P. Montgomery, regional attorney for the United States department of labor, said Saturday.

Payment of double time for the seventh day worked in the week, and time and one-half for work done on New Year's day, Fourth of July, Labor Day, Thanksgiving, Christmas and either Memorial day or one holiday of greater local importance is required by the order, he said.

"The order cannot be construed to require premium pay for the sixth day worked, but simply permits payment of time and one-half for the sixth day worked in a regularly scheduled work week where such payment is required by agreement or custom," he said."

11-11-43

LABOR CONTRACT BETWEEN L. J. MUELLER  
FURNACE COMPANY AND LOCAL 409 INTER-  
NATIONAL UNION, UNITED AUTOMOBILE,  
AIRCRAFT, AND AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA (C.I.O.)

104  
This contract was  
approved by W.H. Blum  
with exception of  
Wage section -  
New contract has  
been negotiated & is  
before W.H.B.

AGREEMENT, made this \_\_\_\_\_ day of November, 1943, by and between the L. J. MUELLER FURNACE COMPANY, Milwaukee, Wisconsin, hereinafter called the "Company", and Local Union No. 409, of the INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT, AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (C.I.O.), hereinafter called the "Union;"

WHEREAS, the parties desire to regulate mutual relations between the Company and its employees with the view of securing harmonious cooperation between employer and employees and averting disputes;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto hereby agree with each other, as follows:

ARTICLE I. RECOGNITION

Section 1. The Company recognizes the Union as the exclusive collective bargaining agency for all of its employees except the following; executives of the Company; superintendents and assistant superintendents; foremen and assistant foremen (including all those having the right to hire or discharge or whose recommendations in regard thereto are usually and customarily upheld); design and technical staff; office and clerical employees; sales employees; service employees; employees who set prices on work; timekeepers, watchmen, and plant guards.

Section 2. The employees of the Company who are not excluded by the terms of the foregoing Section are hereinafter referred to as "employees," and the term shall be taken to mean only the employees not expressly excluded by the terms of that Section.

Section 3. The Company recognizes the rights of its employees to form, join, or assist any lawful labor organization, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid and protection, and the Company agrees not to interfere in any manner with such rights.

Section 4. The Union agrees that membership solicitation, collection of dues, and other Union business will not be conducted on Company time and agrees that no employee shall engage in Union activity or business during working hours or on Company property in any manner which shall interfere with production. This shall not prevent the handling of grievances as herein provided.

Section 5. Any employe has full rights and privileges of working for the Company, whether a member of the Union or not, or in good standing therein or not.

Section 6. The Union agrees not to interfere with the rights of employes who do not wish to belong to the Union and will not use intimidation or coercion to cause employes to join the Union. The Union agrees not to discriminate against any employe because he is not a member of the Union. The Company recognizes that employes who are not members of the Union must not discriminate against Union members or interfere with the rights of employes who belong to the Union.

## ARTICLE II. GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Should differences arise between the Company and the Union, or any of the employes, as to the meaning and application of the provisions of this agreement, there shall be no suspension of work on account of such differences, but an earnest effort shall be made to settle the differences by the following successive steps:

First step: Between the employe and his foreman, provided that at the request of the employe, the department steward shall be called to participate in the discussion.

Second step: Failing satisfactory adjustment in the first step within 24 hours, the matter then becomes a grievance if promptly placed in writing, signed by the aggrieved employe, with the disposition thereof by the foreman written and signed by him, and delivered to the plant superintendent or his designated representative, to be taken up between the Union grievance committee and the plant superintendent within 24 hours thereafter, if possible. Except in emergencies, such meetings shall be held after working hours.

Third step: If the matter has not been adjusted in the second step, it shall then be taken up between the bargaining committee and representatives of management.

Fourth step: If the matter has not been adjusted in the third step, it shall then be taken up between representatives of the Local and of the International Union with representatives of the Company at a mutually satisfactory time.

Fifth step: In the event the dispute shall not have been satisfactorily settled within one month after it was reduced to writing, the matter may then be appealed by either party to an impartial umpire to be appointed by Dr. John R. Steelman, Director of Conciliation of the United States Department of Labor, or his successor, from among the full time conciliation department employes engaged regularly in arbitration work. The decision of the umpire shall be final.

Section 2. The parties agree that in deciding differences as to the meaning and application of the provisions of this agreement, the umpire shall have no authority to change any of the terms of the agreement in any manner, without the mutual agreement of both parties.

Furthermore, the umpire shall have no authority to make any changes in the general wage scale, or in the general wage structure, or in any of the general phases of the job evaluation and job classification plan, or in any respects as to day rates, base rates, or piecework prices now in effect; provided, however, that claims of alleged inequalities as between day rates of individual employees in the plant, or claims of alleged inequalities as between base rates of individual employees in the plant, or claims of alleged inequalities arising from any new piecework prices hereafter set, are hereby made arbitrable and subject to the authority of the umpire if such claims of alleged inequalities are not previously settled through the preceding steps of the grievance procedure.

### Section 3.

(a) Each of the agreed upon groups of employees, as noted on the attached list entitled "Exhibit A", shall be represented by a shop steward. Such steward will be elected by the employees in the above mentioned groups. Their duties will be to assist in settling grievances that arise in their jurisdiction.

(b) The chief steward, elected from and by the group of stewards, shall serve as steward-at-large in the absence of any of the duly chosen stewards.

(c) The grievance committee shall be composed of three members of the Union as selected by the Union.

(d) The bargaining committee shall be composed of not over seven members of the union. Regular meetings of the bargaining committee and management will be held on the second Tuesday of each month after working hours. Either party may call a special meeting between the bargaining committee and the management at other times by giving written notice of at least 24 hours, specifying the subjects to be discussed, all of which must be of a special or emergency nature. If the time specified is inconvenient, the parties shall agree upon a mutually agreeable time. If such meeting is to be held during working hours, and if it is called by the Company, it shall pay for the time lost.

Section 4. The parties shall supply to each other an up-to-date list of its participants in the grievance procedure.

## ARTICLE III. HOURS OF WORK

Section 1. The normal work week shall begin on Monday and extend for seven consecutive days.

### Section 2.

(a) Time and one-half will be paid for all work performed over eight hours in any one day. Subject to approval by the National War Labor Board, double time will be paid for all work performed over 12 hours in any one day.

(b) Time and one-half will be paid for all work performed on the sixth consecutive day of work in the employee's work week. Subject to approval by the National War Labor Board, absence from work for one or more whole days due to injury while at work during the work week, which injury has previously been reported to the Company, shall be counted as a day or days of work for the purpose of this paragraph.

(c) Double time will be paid for all work performed on the seventh consecutive day of work in an employee's work week.

Section 3. All overtime earnings shall be computed at the rate of the employee's average hourly earnings of the week in which such overtime occurs.

Section 4. Time and one-half shall be paid on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When one of said holidays falls on Sunday, the next day shall be treated as the holiday.

#### Section 5.

(a) Any employee called to work or permitted to go to work without having been properly notified at least before the employee leaves his home to go to work that there will be no work shall receive a minimum of four hours' work or four hours' pay at his regular hourly day rate. This provision shall not apply should work be suspended due to conditions beyond the control of the Company, such as floods, fires, emergencies, or acts of God, and shall also apply only to the regular working days of the employee's regular shift.

(b) Any employee called in to work after having gone home shall be paid a minimum of two hours' pay at his regular hourly day rate for such call-in.

#### Section 6.

(a) Overtime shall be divided as equally as practicable on a departmental basis.

(b) No employee shall receive overtime covering the same period for more than one reason.

Section 7. Should there be any legislation or executive orders by the President of the United States, or official interpretations thereof, during the war emergency, changing or altering the present wage and hour provisions, the practice under this agreement shall be amended to conform to such change. Upon the end of the war emergency, this Article on hours of work and overtime can be reopened for negotiation of changes.

### ARTICLE IV. SENIORITY

Section 1. Employees shall be regarded as temporary during their first 30 consecutive calendar days of employment, during which there is no responsibility on the Company for their continued employment. If they are retained beyond the probationary period, seniority

shall revert back to the original date of hiring on their last employment.

Section 2. In cases of lay-offs, seniority rules shall not apply to not over seven officers of the Union while they hold such offices. They shall not be laid off as long as the department in which they work is in production. The Union shall keep the Company supplied with an up-to-date list of such officers and stewards.

Section 3. Janitors, truckers, and common labor, as identified in "Exhibit B" shall have plant-wide seniority.

Section 4. When the partial or total discontinuance of war work, or of a standard Company product, results in closing down a department and requires the permanent laying off of an employee, the Company, whenever possible, shall transfer the employee to another job, provided he is capable of doing the job with reasonable efficiency and skill and such a job is available, without laying off another employee. In making such transfer, the seniority among the employees whose jobs have been discontinued shall control.

Section 5. Seniority shall be broken for the following reasons only:

- (a) If the employee quits.
- (b) If the employee is discharged and the discharge is not reversed through the grievance procedure.
- (c) If the employee fails to report for work within five days after being notified in writing to report by the Company and does not give a satisfactory reason.
- (d) He has less than two years' seniority at date of lay-off and has been laid off for 12 consecutive months.
- (e) He has from two to four years' seniority at date of lay-off and has been laid off for more than 24 consecutive months.
- (f) He has more than four years' seniority at date of lay-off and has been laid off for more than one-half of his seniority, but not over 60 consecutive months.
- (g) Any employee who fails to report for work within three working days after the date of expiration of a leave of absence shall be considered as having voluntarily quit unless he has a satisfactory reason.

Section 6. Upon transfer to another department, an employee shall be considered a probationary employee in such department until he has worked in the new department for 30 days, during which period he retains his position on the seniority list of his

original department. Thereafter, his length of time with the Company shall be handled in the following manner:

(a) Should it be necessary to lay off or curtail operations in his new department before he has worked in such department longer than he had in his previous department, he shall return to his previous department with such added length of service accumulated in his new department.

(b) Should his length of service in his second department exceed that of his first department, then all his time from his first department shall be transferred to his second department, and he shall no longer have service in the first department.

Section 7. All cases of promotion, except to supervisory, technical, or clerical status, and all cases of decrease of forces shall be on the basis of seniority, giving effect to the following factors:

(A) Length of continuous service; and

(B) Knowledge, training, ability, skill, and efficiency. Where the factors in item (B) are relatively equal, length of continuous service will govern. Recall to work after lay-off shall be in reverse order of lay-off.

Section 8. Seniority shall be applied by seniority group as listed in "Exhibit B".

Section 9. Seniority records shall be maintained by seniority groups and be available for inspection by the Union. The original seniority lists shall be posted by the Company and shall be revised semi-annually. Any protests as to such seniority lists must be made within 10 days after such posting or semi-annual revisions, otherwise, there is no recourse.

Section 10.

(a) Any employee desiring a leave of absence shall be required to make written request in triplicate for said leave of absence, outlining the reasons therefor. The granting of said leave of absence shall be in writing and by mutual consent.

(b) Upon written request by the Union, the Company will grant to not over two employees at one time temporary leaves of absence up to 15 days in any year without loss of seniority rights to attend Union conventions.

(c) Any employee who is called into active service, or who in time of war volunteers in the Armed Forces of the United States or the United States Merchant Marine, shall be given a leave of absence for, and will accumulate seniority during, such period of service, and upon termination of such service will be reemployed,

provided he has not been dishonorably discharged and is physically able to do available work in line with his seniority, at the current rate for such work, and provided he reports for work within 60 days of the date of such discharge.

Section 11. When necessary to reduce the number of working hours per shift in any department below 40 hours in a week, the following method will prevail wherever practicable.

(a) Lay off employees in such department with seniority up to one year.

(b) Reduce hours in such department to 32 hours a week by shortening the length of the work week.

(c) Lay off employees in such department based on their position in seniority by seniority groups as above provided.

Section 12. All notices of lay-offs, or recalls, or reduction in hours due to reasons within the Company's control will be issued on the day preceding such lay-off, recalls, or reductions in hours.

Section 13. Whenever practicable no employee of a department shall regularly work more than 40 hours per week until all employees on the seniority list of his seniority group in such department are recalled.

#### ARTICLE V. GENERAL

Section 1. The Company will continue to provide reasonable protective devices and other equipment deemed necessary to protect employees from injury and sickness. An employee shall use such devices and equipment. The Company shall provide reasonable first aid, rest room, and locker facilities.

Section 2. When present employees are promoted to supervisory positions, they will continue to hold their positions on the seniority list, and upon demotion will go back to their former positions with accumulated seniority.

Section 3. The Company and the Union agree that the maintenance of discipline is a function of management. Any disciplinary action shall be for cause.

Section 4. All claims of unjust discipline shall be subject to review under the grievance procedure, and should the said disciplinary action be reversed, the employee shall be returned to work promptly without prejudice to his former employee status and be compensated for all time lost.

Section 5. In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law now existing or hereafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

Section 6. The Union shall have the right to post notices of meetings, results of elections, or notices on non-controversial subjects on the bulletin boards. It may also post other written or printed material on the bulletin boards after first submitting the same to the Company for determination whether any of the matter is objectionable to it, the Company to exercise reasonable discretion in determining this question.

Section 7. Smoking shall be permitted at all times in the factory, except in restricted areas.

Section 8.

(a) Male employees working on the second and third shifts shall be given a 15-minute lunch period near the middle of the shift without loss of pay for said lunch period.

(b) Employees working on the first or day shift shall be given a 10-minute lunch period in the morning without loss of pay for said lunch period.

Section 9. An employee who is injured while at work and who loses time on that day to go to a doctor, but who returns to work on that day, shall be compensated for time lost on that day at average hourly earnings, provided such employee shall not be entitled to receive workmen's compensation for such injury.

Section 10. The employees shall be required to notify the Personnel Department of the Company of their present address, and any change of address must be reported as specified within three days after such change.

Section 11. The Company agrees that there will be no lockout of its employees, and the Union agrees that there will be no strike, slowdown, or stoppage of work or any other form of interference in production or other operation during the life of this agreement.

Section 12. The management of the plant and the Company's business, and the direction of the working forces, including the right to hire, suspend, or discharge for proper cause, or transfer, and the right to relieve employees from duties because of lack of work, or for other legitimate reasons is vested exclusively in the Company. It is agreed and understood that this will not be used for the purpose of discriminating for or against any member of the Union, or in a manner inconsistent with any of the specific provisions of this agreement.

Section 13. Foremen will be assigned to definite departments, and a list of the various departments and of the foremen of each department will be posted.

Section 14. Foremen or assistant foremen who do not now engage in production or maintenance work shall not perform any production or maintenance work regularly assigned to a production or maintenance worker except for purposes of instruction or emergency, or where operating conditions require a working foreman. Tryouts of new machines, processes, or products are not considered production work.

Section 15. The use of the masculine pronoun with respect to employees shall refer to both male and female employees.

#### ARTICLE VI. WAGE RATES AND JOB CLASSIFICATIONS

Section 1. Subject to approval of the National War Labor Board, and retroactive to the pay roll period commencing November 8, 1943, the rates of pay and other matters pertaining to wages set forth in this Article VI shall be in force.

Section 2. The minimum hiring rate for male common labor over 18 years of age shall be:

- (a) Starting rate, 62-1/2¢ per hour.
- (b) At the end of 30 days, 67-1/2¢ per hour.
- (c) At the end of 90 days, 70¢ per hour.

This paragraph is agreed to, subject to the understanding that the Union shall have the right to reopen this paragraph for negotiation at any time, and if it desires, to submit any unagreed request respecting this paragraph as an issue to the War Labor Board.

Section 3. The minimum hiring rates for female employees and for all employees under 18 years of age shall be as follows:

- (a) Starting rate, 57-1/2¢ per hour. (light work)
- (b) At the end of 30 days, 62-1/2¢ per hour.
- (c) At the end of 90 days, 65¢ per hour.

Section 4. The minimum hiring rate for experienced employees shall be 5¢ per hour below the minimum of the labor grade of the job in which they are classified. At the end of the probationary period of 30 days, they shall be paid no less than the minimum of said labor grade.

Section 5. The above provisions shall not apply to apprentices who shall be employed at rates and under conditions to be approved by the Industrial Commission.

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Section 6. Subject to War Labor Board approval, the day rates of all day-rated employees in the plant which, based upon their length of service, may be below the above specified rates, shall be adjusted to the above rates based upon the length of service of such employees.

Section 7. The Company shall have the right to employ learners in the various labor grades above labor grade 8. The minimum starting rate for learners shall be 15¢ under the minimum of the respective labor grade to which the learner is assigned, but in no event less than the minimum starting rates above specified. Learners shall be increased at the rate of 5¢ per hour per month until they reach the minimum of their respective labor grades, provided that the last automatic increase will not necessarily be 5¢ per hour, but will be whatever is necessary to reach the minimum rate for the particular labor grade.

Section 8. Wage rates for women shall be set in accordance with the principle of equal pay for comparable quantity and quality of work on comparable operations, and consistent with this principle, in piecework operations, women shall be paid at the same rate per unit of production as the rate paid to men for similar operations.

Section 9. In event, at the end of 90 days, the above specified minimum hiring rates for any women or male employees shall be less than the minimum rate for the labor grade in which they are working, they shall be increased further at the rate of 5¢ per hour per month until they reach the minimum rate for the labor grade in which they are working; provided, however, that the last such automatic increase will not necessarily be 5¢ per hour, but will be whatever is necessary to reach the minimum rate for the particular labor grade. This Section shall not apply to the wage rates of male or female employees under 18 years of age.

Section 10. Employees assigned to the second and third shifts shall be paid a premium for all hours worked on such shifts, as follows:

(a) 3¢ per hour for the second shift if it is less than a 12-hour shift.

(b) 4¢ per hour for the second shift if it is a 12-hour shift.

(c) 5¢ per hour for the third shift.

The above premium shall apply only to employees who start work that day on the second or third shifts and shall not apply to employees on a previous shift whose overtime hours carry them into another shift.

Section 11. The Company agrees to commence promptly, and within a reasonable time complete, a job classification program which shall include:

(a) A proper definition and description of each job.

(b) The rating of each job or operation by a recognized system of job rating consistent with the definition and description of each job.

(c) The grouping of jobs and operations into labor grades to each of which shall be assigned a specified range of points used in grading each job.

(d) The establishment of proper and adequate ranges of day or base rates within each labor grade.

Thereafter, the Company agrees to negotiate with the Union and endeavor to arrive at a mutual agreement as to all of the foregoing points with respect to said job classification program.

#### Section 12.

(a) Upon the completion of said job classification program, each of the employees of the Company shall be classified and job-rated by the Company to his proper labor grade and assigned a day rate, if his is a day work job, or a base rate if his is a piecework job, in accordance with the individual skill, effort, application, and other proper factors of each such employee. The Company will notify each employee on a printed form of his job classification, labor grade, and of his day rate or base rate.

(b) Should any employee claim that any such assignment within a job classification or rate is wrong, he shall be required to file a written protest within 15 days after such notice to him, otherwise such classification and rate shall be considered final. All of said matters so protested shall be taken up for negotiation and adjustment by the Company and the Union bargaining committee by mutual agreement.

(c) After all of said protests have been adjusted and agreed upon, if any employee shall thereafter be assigned or transferred to a new job classification or labor grade, or by promotion or otherwise be given a new day rate or base rate, a protest thereon must be filed within five days, and said protests shall be handled through the grievance procedure.

#### Section 13.

(a) Upon transfer to a job or operation in another department which carries a higher day rate or base rate, the employee shall keep his previous day rate or base rate for a period of five consecutive work days, after which, so long as he is retained in the new department, he will receive the day rate or base rate of the new job. Such transfer shall be considered a temporary or trial transfer until the employee has worked on the new job for at least 30 days.

(b) An employee's day or base rate shall not be reduced when transferred to a lower paying job in another department by management request, unless such lower rate is approved by

the employe, except that this shall not apply if the transfer is made on the basis of seniority or otherwise to prevent lay off when no work is available.

(c) The Union Recording Secretary will be notified weekly of all changes in the ratings of individual employes.

Section 14. All employes who customarily work on more than one job or operation shall continue to work on such jobs or operations as directed by the Company and at their regular day or base rate.

Section 15. The results of the aforementioned job classification and grading of jobs shall be considered a part of this agreement and shall be attached hereto. This shall not include a specification of the individual classification, or day rates, or base rates, of the individual employes.

Section 16. This Article shall remain in effect for the duration of this agreement; provided, however, that either party, upon service of 15 days' notice upon the other, may open up for negotiation the matter of a general increase or a general decrease in the wage scales as of June 1, 1944, and as of each six months thereafter.

#### ARTICLE VII. TIME STUDY PROCEDURE AND PIECEWORK RATES

Section 1. Except as herein otherwise specifically provided, the parties agree that wage rates and piecework rates now in effect shall remain in effect for the duration of the agreement.

Section 2. The parties agree that wherever reasonably practical, operations shall be performed on the piecework system, whether performed on machines or off of machines. Such piece rates shall be established by an accurate time study method.

Section 3. Operations shall be so priced as to enable the average competent workman, working at a reasonable pace, to earn 15% above the average of the range of base rates of the labor grade in which the operation falls.

#### Section 4.

(a) The piecework prices in existence at present shall not be reduced during the life of this agreement, except for the purpose of correcting any obvious errors in piecework rates or to change rates by reason of a change in the conditions of the job, tools, jigs, or machines, or some change by the Company in design, method, or materials used, or by mutual agreement of the Union and the Company.

(b) In the interest of maintaining piecework rates which are fair and of encouraging employes to disclose piecework rates which are too high, the Company agrees that except for changes

in piecework rates permissible under paragraph (a) above, it will not question the correctness, nor will it cut any piecework rate established on an existing specified piece or part identified by a specified drawing number or part number, even though an average employee is able to earn regularly on such jobs as much as 35% above the maximum of the range of base rates of the labor grade in which the operation falls. When the earnings of any employee on such a specific piece rate exceed said 35% above the maximum of the range of base rates of the labor grade in which the operation falls, the parties agree that the operation shall be time studied, and said piecework rate may be adjusted downward as a result of such correct time study of said operation. The time study data shall be available for inspection by the Union, and the Union's Secretary shall be advised of the contemplated adjustment. If the employees claim that such adjusted rate results in an inequality, such claim of inequality may be settled through the grievance procedure.

#### Section 5.

(a) When a new job or operation, or a new product or part is to be made which it is reasonably practical to perform on piecework, time studies shall be made as quickly as possible after the job is in proper operation, and a piecework price shall thereupon be set based upon such time study. Upon the completion of the time study, the operator shall be notified promptly of the rate, and a copy of the time study data shall at all times be available for inspection to the employee affected and to the Union.

(b) If such price is not satisfactory to the operator, it shall be subject to review under the grievance procedure to determine whether the price set conforms to the basis set out in Article VII, 3, above.

(c) It is understood that such new job, or product, or part, when identified by a new drawing number or part number, may have a correct piecework rate established thereon which may differ from an existing rate upon a similar product or part identified by a different drawing number or part number.

Section 6. The parties agree that in many instances, the present base rates for piecework employees are obsolete. It is agreed that when the schedule of new base rates as negotiated and agreed upon between the parties has been approved by the National War Labor Board, those piecework employees whose present base rates are too low shall be assigned new base rates within said base rate ranges as so approved. Thereupon, the Company will discontinue, except as expressly provided for herein, the practice of giving pieceworkers an adjusted day rate when they are assigned to do work for which no piecework rates have been established.

#### Section 7.

(a) When a piecework employe is assigned to work on a single piece or on a small order job, or on work on which piecework rates cannot reasonably be established under existing conditions, he shall be paid his base rate. So far as possible, all such day work jobs which are assigned to pieceworkers shall be allocated as equitably as possible among all piecework employes available for such work, to the end that no piecework employes shall be required to do an excessive amount of such day work. In determining what constitutes an excessive amount of day work, the employes' percentage of piecework hours during the preceding four weeks shall be used as the major yardstick.

(b) If any employe is required to perform an excessive amount of such day work, he shall be paid 15% above his base rate for that part of the hours of day work which are excessive.

Section 8. If a piecework employe of special ability or long experience is assigned for a short period to do experimental or repair work, or to work upon samples, or to do instruction work, or to break in a new machine, such pieceworker shall be paid for such work 15% above his base rate.

#### Section 9.

(a) When a piecework employe is unable to earn his regular average piecework earnings on any job, through some fault of the Company, such as failure to have the equipment in proper shape, failure to supply proper tools or proper equipment, he shall be paid 15% above his base rate. He shall also be paid this amount if, because of faulty material or other unusual conditions, not through fault of his own, or beyond his control, he is unable to earn his regular average piecework earnings, providing he calls the attention of his supervisor to the existence of such unusual factors while he is still working on the job.

(b) When a piecework employe fails to make out on a job, by which is meant, when he fails to earn his regular average piecework earnings, through no fault of the Company, the employe shall be paid his base rate.

#### Section 10.

(a) When a piecework employe is required to stop work and to wait because of lack of materials, tools, or equipment, or other causes beyond his control, he shall report this situation promptly to his supervisor, and if he is required to stay at work, he shall be paid for all time lost in excess of six minutes at his base rate. No allowance shall be made for the first six minutes of such time lost. Payment for time lost shall be computed on the basis of the nearest tenth of an hour.

(b) This shall not apply where the Company has other work available for such employe during such waiting period, and the supervisor shall have the right to transfer the employe to such other work at his base rate in lieu of paying for waiting time.

(c) This provision as to payment for waiting time shall not apply when, because of some emergency beyond the Company's control, it is necessary to shut down the entire department, or the part of a department in which such employee works.

Section 11. When a new job or operation comes into the plant on which a piecework rate can reasonably be set, and on which the employee requests that a time study be made, said time study shall be made as soon as possible after the job is in proper operation. Until the piece rate is satisfactorily established, the operator shall be paid at 15% above his base rate.

Section 12. It is agreed that all wage adjustments agreed upon herein between the parties are made subject to approval by the National War Labor Board.

Section 13. In applying the above percentages to day rates and base rates, adjustments shall be made to eliminate fractions of a cent on the following basis: all fractions of  $1/2\%$  or over shall be increased to the nearest higher whole cent, as, for example,  $70-1/2\%$  shall be adjusted to  $71\%$ . All fractions less than  $1/2\%$  shall be adjusted to the nearest lower whole cent, as, for example,  $70.4\%$  shall be adjusted to  $70\%$ .

#### ARTICLE VIII. VACATIONS

##### Section 1.

(a) For the year 1944, the vacation plan shall be, as follows:

Employees coming under the terms of this contract shall receive a vacation with pay, as follows:

(1) Workers employed more than 6 months, to and including 12 months, shall receive 24 pay hours.

(2) Workers employed more than 1 year, to and including 2 years, shall receive 40 pay hours.

(3) Workers employed more than 2 years, to and including 3 years, shall receive 48 pay hours.

(4) Workers employed more than 3 years, to and including 4 years, shall receive 56 pay hours.

(5) Workers employed more than 4 years, to and including 5 years, shall receive 64 pay hours.

(6) Workers employed more than 5 years, to and including 6 years, shall receive 72 pay hours.

(7) Workers employed more than 6 years shall receive 80 pay hours.

(b) The parties agree that this increase in the vacation plan for the year 1944 is agreed to by both parties upon

the understanding that the Company will pay in December, 1943, a Christmas bonus to employees covered by this contract on the same plan as was used in the years 1941 and 1942, and upon the further agreement that this is the last Christmas bonus which is contemplated, and that thereafter no Christmas bonus of any kind shall be requested.

(c) An employee of one or more years of service and otherwise entitled to a vacation with pay, who has worked more than 200 hours, but has not worked at least 1,500 hours in the year, shall receive part of his vacation pay based upon the ratio of the number of hours worked in the year to 1,500 hours. An employee having between 6 months' and 12 months' service and otherwise entitled to a vacation with pay, who has worked more than 100 hours, but has not worked at least 750 hours during the period of his service, shall receive part of his vacation pay based upon the ratio of the number of hours worked in the period to 750 hours. For the purpose of this vacation plan, length of service and determination of the number of hours worked in the applicable period shall be determined as of June 1, 1944.

(d) Employees who quit or are discharged for cause shall not receive any vacation for such year.

(e) Vacation pay of each employee shall be based upon his average hourly earnings for the first social security quarter of 1944.

(f) If, in the opinion of the Company during the war emergency, the granting of vacations would interfere with the attainment of maximum production necessary for the war program, the Company shall have the right to require any eligible employee to continue to work and to receive his vacation pay as above provided in lieu of actual vacation from work. Both parties agree, however, that so far as possible, eligible employees shall receive the benefits of an actual vacation from work. Vacations shall not be postponed or accumulated from year to year.

(g) Vacations of the various employees shall be arranged by the Company so as to interfere with operations to the least possible extent.

(h) All features of the above vacation plan are subject to approval by the National War Labor Board.

#### ARTICLE IX. TERMINATION

This agreement shall become effective upon execution and shall remain in full force and effect until the 31st day of May, 1944, and thereafter from year to year, commencing on June 1, 1944, and annually thereafter, unless 30 days prior to such anniversary date either party gives notice in writing to the other of a desire to change or terminate this agreement.

In the event that such a notice is given of a desire for change or termination, the negotiations shall be opened not less than 15 days prior to the expiration date.

FOR THE COMPANY:

\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

\_\_\_\_\_  
President

\_\_\_\_\_  
Recording Secretary

Approved for the INTERNATIONAL UNION  
UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL  
IMPLEMENT WORKERS OF AMERICA, CIO

\_\_\_\_\_  
Director, Region #4

November 19, 1943

UNION STEWARDS BY DEPARTMENT - - "EXHIBIT A"

Welding.....	1
Sheet Metal.....	1
Crating, Packing, Shipping.....	1
Mounting.....	1
Cleaning.....	1
Foundry.....	1
Core Room.....	1
Nite Shakeout.....	1
Yard.....	1
Machine Shop.....	1 - 1st 1 - 2nd
Heat Treat.....	1 - 1st 1 - 2nd
Maintenance.....	1

"EXHIBIT B"

SENIORITY GROUPS

<u>DEPARTMENT</u>	<u>SENIORITY GROUP</u>
FOUNDRY	Hand Molder Machine Molder General Foundry Labor Core Room Shakeout Cleaning Room Truck & Tractor Operator *Common Foundry Labor
MOUNTING	General Furnace Mounters Warehouse Man *Laborer
ERECTING	Erectors *Laborer
MAINTENANCE	General Maintenance *Janitor & Laborer
SHIPPING STOCK ROOM	General
SHIPPING	General Shipping *Trucker & Laborer
WAREHOUSE	Carloader Warehouse Man
SHEET METAL	Tool Room Welder - Arc Acetylene Welder & Burner Operator Layout Man General Sheet Metal *Trucker-Laborer-Janitor
HEAT TREATING	Heat Treater *Laborer
MACHINE SHOP #2	Maintenance Men Tool Room General Machine Shop Truck & Tractor Operator *Janitor & Laborers

\* Indicates classifications having plant-wide seniority.

6-18-43 worked over for new contract

## LABOR CONTRACT #7

between

GEO. J. MEYER MANUFACTURING CO.

and

LOCAL UNION #1258 - U.S.A.

Dated August 1st, 1942.

\*\*\*\*\*

(new contract  
pending before  
R.W.L.B. - Chicago)

This Agreement, dated August 1st, 1942, between the GEO. J. MEYER MANUFACTURING COMPANY (hereinafter referred to as the "Corporation") and the UNITED STEELWORKERS OF AMERICA (hereinafter referred to as the "Union") on behalf of itself and the members of Local Union #1258, employed by the Corporation.

SECTION 1.

It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships between the employees and the Corporation, and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

The term "employee" as used in this Agreement, shall not include Foremen, or Assistant Foremen with the right to hire or fire, apprentices, watchmen or confidential employees.

*The term as used in the contract will mean both male & female*

SECTION 2. RECOGNITION.

The Corporation recognizes the Union as the exclusive collective bargaining agency for the employees of the Corporation that are members of the Union.

The Corporation recognizes and will not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Corporation, or any of its agents, against any employee because of membership in the Union. The Union agrees not to intimi-

*discuss check off for the time being (as to the advisability of having it) will discuss security clause & check off.*

date or coerce employees into membership and also not to solicit membership on Corporation time or plant property. It is permissible to collect dues on Corporation property but not on Corporation time.

OK The Corporation declares that it will pursue the firm policy of not aiding or supporting in any manner whatsoever any employee or group of employees for the purpose of undermining the Union, nor will the Corporation interfere with the right of its employees to become members of the Union. Any employee guilty of violation of this provision shall be subject to disciplinary action by the Corporation in the form of temporary lay-off without pay or dismissal.

### SECTION 3. WAGES.

*Love until last*

Classification of employees and job evaluation as heretofore established and adopted by the Union and Corporation, and more fully set forth in Exhibit A hereto attached and made a part hereof, shall comprise the basic wage schedule in this Agreement.

Effective August 1, 1942 the hourly wage rate of each employee whose present hourly day rate does not exceed the allowable maximum of five cents (.05¢) per hour above the rated pay of such employee, per Schedule A, shall be increased in accordance with the following schedule, which schedule is based upon and equivalent to an increase of eight per cent (8%) in existing rates, to - wit;

Hourly wage rates as of July 31, 1942 (Exclusive of night premium)	Amount of Increase in Hourly Pay based on 8% of Day Rate in Existence July 31, 1942
.50-.56¢ both inclusive . . . . .	.04¢
.57-.68¢ both inclusive . . . . .	.05¢
.69-.81¢ both inclusive . . . . .	.06¢
.82-.93¢ both inclusive . . . . .	.07¢
.94-1.06¢ both inclusive . . . . .	.08¢
1.07-1.18¢ both inclusive . . . . .	.09¢

Employees whose present hourly day rate exceeds the allowable maximum of five cents (.05¢) per hour above the rated pay of such employees, per Exhibit A, shall receive an increase equivalent to the difference between eight per cent (8%) of

the maximum hourly rate allowable for the job of such employee less the amount by which such employee's present day rate exceeds such allowable maximum, but in no event shall the increase allowable to such employees be less than two cents (.02¢) per hour.

A Wage schedule for Shop Plant work will be established as soon as possible after that plant is in production, and when established shall be retroactive to October 1, 1942.

All new employees shall be hired at not less than the minimum starting rate of fifty-five cents (55¢) per hour and shall be increased to the minimum rate of the job for which such employee is hired, per Schedule A, at the beginning of the first pay period following the expiration of sixty (60) days from the hiring date.

Employees, while working on the second shift, shall receive a premium of .03¢ per hour. Third shift employees shall receive a premium of .05¢ per hour. All such night rate premiums shall be removed when an employee is transferred from such night shift to the day shift. *Suggest 5¢ 8¢*

Apprentices, learners and temporary employees shall not be covered by the wage provisions of this contract, provided, however, that such excepted employees shall not exceed eight per cent (8%) of the total number of factory employees. Each case of learners or temporary employees shall be considered by itself and proper consideration shall be given to the type and quantity of work performed.

The wage schedule established herein shall not be reduced during the life of this Agreement, except as provided by this section, unless modified by agreement between the Corporation and the Union.

Effective August 1, 1942, the Corporation shall pay its employees on the fifth (5th) and twentieth (20th) of each calendar month in accordance with practices existing prior to the provisions of Labor Contract #6, dated August 1, 1941. Each

employee may make four draws per year.

*Co. suggests pay every other Friday if they can sell the Chief 7-22-43*

8220-43-2 596 total  
 main plant 270  
 180 slot 450  
 450 146 office

#### SECTION 4. HOURS OF WORK.

A forty (40) hour week and eight (8) hour day shall be the standard work periods.

When the Corporation is offering five (5), eight (8) hour work days (other than Saturday and Sunday) in any one week, time and one-half shall be paid for all hours worked in excess of forty (40) hours in such week.

*a question* When the Corporation is not offering five (5), eight (8) hour work days (other than Saturday and Sunday) in any one week, time and one-half shall be paid for all hours worked in excess of eight (8) hours in any one day in such week.

Time and one-half shall be paid for all work done on Saturdays, except in the following cases:

- a. To all employees on the swing shift;
- b. To all other employees who have failed to complete forty (40) hours on a straight-time basis in such week in which the Corporation offered five (5) other (5) other eight (8) hour work days.

Time and one-half shall be paid for all work done on Sundays and legal holidays except to employees on the swing shift.

An employee shall not be paid both daily and weekly overtime for the same hours so worked.

It is the intent of the Management to equally distribute work on the erection floor so far as is practical. *insert Harnesspfeiger class*

#### SECTION 5. VACATIONS.

( Each employee shall be entitled to two (2) hours vacation pay for each eighty-eight (88) hours worked during the year ending June 30, 1943 at his hourly day rate on June 30, 1943, with the following maximum vacation pay based upon the years of continuous service completed by each employee on June 30, 1943:

*pay for second shift*

*first paragraph applies to less than one year*

-5-

No. of Years Continuous Service completed on 6/30/43	Maximum Vacation Pay Allowable to Each Employee in such class	Maximum Vacation Period Allowable to Each Employee in such class
1-5 years <del>or less</del>	40 hours	<del>7</del> calendar days <i>work days</i>
5-10 years	<del>80-40</del> hours	<del>8</del> calendar days
10 years and over	120-56 hours	9 calendar days.

The Corporation shall establish vacation periods for all employees during the months of July and August, 1943, the allotment of which is exclusively reserved to the Corporation so as to assure the orderly operation of the plant. *may change*

Any employee who quits or is discharged shall not be entitled to any accumulated vacation pay except, however, employees leaving for military service in the present war shall be entitled to accumulated vacation pay. *buy up for servicemen*

#### SECTION 6. SENIORITY

It is understood and agreed that in all cases of promotion, or increase or decrease of forces, the following factors shall be considered, and where factors (b), (c) and (d) are relatively equal, length of continuous service shall govern:

- (a) Length of continuous service
  - (b) Knowledge, training, ability, skill and efficiency
  - (c) Physical fitness
  - (d) Family status, number of dependents, etc. *7-22-43 2*
- Jeans will recommend this 18*

Whenever comparative service records vary by not more than thirty ~~(30)~~ days, they shall be considered as having equal standing under factor (a).

*OK* Whenever factor (b) is applied over factor (a), for the purpose of retaining or rehiring, the determination shall be based upon the comparative wage rates as of August 1, 1941. The Corporation shall not be required to train any employee to do work other than his regular assignments, but will attempt to utilize its present staff of employees in its conversion from civilian to defense production.

All Union officers, and all members of the Grievance Committee, together with such additions from the Bargaining Committee or Shop Stewards to make a total of 18 ~~men~~ *employees* shall be retained or rehired on the basis of factor (a); provided, however, that the one rehired must be physically capable of doing the work.

*consider separate seniority for men & women*

Employees who have been laid off for a period of one (1) year or more shall lose their seniority rights.

Newly hired employees shall serve a probationary period of two (2) months during which time seniority shall not apply.

7-22-43  
(1) will drop this for 10 day probation

The Corporation will maintain permanent records of wage rates and service ratings of all employees, which shall be available for inspection at all reasonable times by the Grievance Committee.

The Union recognizes the necessity of employment of specially trained or skilled persons who may not have had previous employment with the Corporation, but who by virtue of education, skill and other experience would be valuable to the Corporation and the promotion of its business. The Union further recognizes that it may be necessary in instances to employ such persons in advance of other employees having seniority rights, provided that the same does not lead to any general replacement of employees having seniority.

The Corporation declares that it is its intention and policy to comply with the provisions of the Selective Training and Service Act of 1940 and all amendments thereto with respect to reemployment of any of its employees who shall have completed the Military or Civilian Defense service prescribed by such acts.

OK  
An employee performing military service in the Armed Forces of the United States under the Selective Training and Service Acts or amendments thereto, shall accumulate seniority during the period of such service in the present war. In order to be eligible for reemployment, however, such employee must report his availability for work, in writing, within a period of two (2) months following the date of his discharge from service in the present war. Enlistment following service in the present war will terminate seniority rights.

An employee who may be drafted and transferred into other Defense Industry under orders of the United States Government shall, while so drafted, retain the seniority accumulated by him, under this agreement, to the date of such transfer.

In order to be eligible for reemployment, however, such employee must report his availability for work, in writing, within a period of two (2) months following the date of cessation of hostilities during the present war.

Before any employee is laid off, both such employee and the Grievance Committee shall be notified of such contemplated lay-off at least twenty-four (24) hours before such lay-off is to take effect.

Claims under this provision of the contract must be filed in writing within five (5) working days of the alleged violation.

#### SECTION 7. ADJUSTMENT OF GRIEVANCES.

Should differences arise between the Corporation and the Union, or its members employed by the Corporation, as to the meaning and application of the provisions of this Agreement, or should local trouble of any kind arise in any plant, there shall be no suspension of work on account of such differences but an earnest effort shall be made to settle such differences immediately in the following manner:

- First, between the aggrieved employee and the Foreman of the department involved;
- Second, between a member or members of the Grievance Committee, designated by the Union, and the Foreman and Superintendent of the department;
- Third, between a member or members of the Grievance Committee, designated by the Union, and the General Superintendent or Manager of the plant;
- Fourth, between the Representatives of the National Organization of the Union and the Representatives of the Executives of the Corporation; and
- Fifth, in the event the dispute shall not have been satisfactorily settled, the matter shall then be appealed to an impartial umpire, to be appointed in the following manner; Each party to this agreement shall, within ten days, appoint one man; these two men so appointed shall appoint an impartial umpire; the decision of the umpire shall be final. The expense and salary incidental to the appointment and services of the umpire shall be paid jointly by the Corporation and the Union.

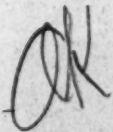
Specified periods shall be agreed upon between the Grievance Committee and the General Superintendent or Manager of the Plant for the presentation of grievances hereunder. Provided, however, that the matters pertaining to discharges or other matters that cannot be reasonably delayed until the time of the next regular meeting may be presented at any time in accordance with the foregoing provisions.

The Grievance Committee for the plant shall consist of not less than three (3) employees of the plant and not more than ten (10) such employees, designated by the Union, who will be afforded such time off, without pay, as may be required:

- First, to attend regularly scheduled meetings, and
- Second, to attend meetings pertaining to discharges or other matters which cannot be reasonably delayed until the time of the next regular meeting;
- Third, any member of the Grievance Committee shall have the right to visit departments other than his own at all reasonable times for the purpose of transacting the legitimate business of the Grievance Committee, after notice to and permission from his department Superintendent or his designated representative.

The actual number of members of the Grievance Committee at the plant shall be mutually agreed upon between the General Superintendent or Manager of the Plant and the Union. Previous practices with respect to pay of Grievance Committee members are to be continued. If the meeting of the Grievance Committee is held at the request of the Corporation, the Corporation shall pay the Grievance Committee members for time lost on a straight time basis.

#### SECTION 8. MANAGEMENT

 The management of the works and the direction of the working forces, including the right to hire, promote (subject to the provisions of Section 6), suspend or discharge for proper cause, or transfer, and the right to relieve employees from duty because of lack of work or for other legitimate reasons, is vested exclusively in the Corporation. Provided, that this will not be used for purposes

of discrimination against members of the Union as provided in Section 2.

SECTION 9. DISCHARGE CASES.

OK  
In the event a member of the Union shall be discharged from his employment from and after the date hereof and he believes he has been unjustly dealt with, such discharge shall constitute a case arising under the methods of adjusting grievances herein provided. In the event it should be decided under the terms of this agreement that an injustice has been dealt the employee with regard to the discharge, the Corporation shall reinstate such employee and pay full compensation at the employee's regular rate for the time lost. All such cases of discharge shall be taken up in writing within two (2) working days and disposed of within five (5) working days thereafter.

The Corporation declares as its policy that only citizens of the United States of America will be hired, and those presently employed and not citizens must make application within thirty (30) days after notice from a joint committee of the Union and the Corporation, or be discharged.

SECTION 10. SAFETY AND HEALTH.

have for man or someone take women to first aid and only  
Joint Two last  
Change  
A Joint safety committee, comprising representatives of the Corporation and representatives of the Union shall be established for the purpose of promoting safety within the plant. (No grievance shall arise under this section unless there has been a violation of the rules of the Industrial Commission of the State of Wisconsin.) (Suggestions by the Union will be considered.)  
don't they get insurance

SECTION 11. INDIVIDUAL WAGE RATES.

Where alleged inequalities in wage rates prevail, the matter may be taken up for adjustment and settlement made on a mutually satisfactory basis.

SECTION 12. HOLIDAYS

The following days shall be considered holidays, during which days there shall be no regular production work except in cases of continuous operations or emergency defense work, on

New Year's Day  
Memorial Day  
July Fourth

Thanksgiving Day  
Labor Day  
Christmas

SECTION 13. FUTURE CONFERENCES.

Joint conferences between representatives of the Corporation and of the Union shall commence in Cudahy, Wisconsin, on June 1, 1943<sup>1944</sup>, for the purpose of negotiating an agreement with regard to wages, hours and working conditions, to take effect upon the expiration of this agreement.

SECTION 14. BULLETIN BOARDS.

The Corporation agrees to allow the Union the privilege of bulletin boards near entrances used by employees upon which the Union may place notices of Union meetings and such information as may be deemed necessary for the good and welfare of all concerned.

SECTION 15. TERMINATION DATE.

This Agreement shall remain in full force and effect until terminated on July 31, 1943<sup>1944</sup>.

GEO. J. MEYER MANUFACTURING CO.

Leo Meyer, Vice-President

LOCAL UNION #1258,  
UNITED STEELWORKERS OF AMERICA

UNITED STEELWORKERS OF AMERICA

Peter J. Martin

Philip Murray, President

Walter G. Hart

David J. McDonald, Secretary-Treasurer

Dan Martin

Meyer Adelman

Ray Warner

Walter J. Burke

Joseph Szumnarski

LABOR CONTRACT #8

107

Between  
GEO. J. MEYER MANUFACTURING CO.  
and  
LOCAL UNION #1258 - U.S.A.

Dated, December 1, 1943

\* \* \*

THIS AGREEMENT, dated December 1, 1943, between the  
GEO. J. MEYER MANUFACTURING COMPANY (hereinafter referred to as  
the "Corporation") and the UNITED STEELWORKERS OF AMERICA  
(hereinafter referred to as the "Union") on behalf of itself and  
the members of Local Union #1258, employed by the Corporation.

SECTION I

1. It is the intent and purpose of the parties hereto that  
this Agreement will promote and improve industrial and economic  
relationships between the employees and the Corporation, and to  
set forth herein the basic agreement covering rates of pay, hours  
of work and conditions of employment to be observed between the  
parties hereto.

2. The term "employee" as used in this Agreement, shall not  
include Foremen, or Assistant Foremen with the right to hire or  
fire, apprentices, watchmen or confidential employees, but shall  
include both male and female shop production workers.

SECTION II. RECOGNITION.

1. The Corporation recognizes the Union as the exclusive  
collective bargaining agency for the employees of the Corporation  
that are members of the Union.

2. The Corporation recognizes and will not interfere with  
the right of its employees to become members of the Union. There  
shall be no discrimination, interference, restraint or coercion

LABOR CONTRACT #8 - 1943

because of membership in the Union. The Union agrees not to intimidate or coerce employees into membership and also not to solicit membership on Corporation time or plant property. It is permissible to collect dues on Corporation property but not on Corporation time.

3. The Corporation declares that it will pursue the firm policy of not aiding or supporting in any manner whatsoever any employee or group of employees for the purpose of undermining the Union, nor will the Corporation interfere with the right of its employees to become members of the Union. Any employee guilty of violation of this provision shall be subject to disciplinary action by the Corporation in the form of temporary lay-off without pay, or dismissal.

SECTION III. WAGES.

1. Classification of employees and job evaluation as heretofore established and adopted by the Union and Corporation, and as more fully set forth in Exhibit A hereto attached and made a part hereof, shall comprise the basic wage schedule in this Agreement.

2. The wage schedule, as shown on the attached Exhibit A, shall be effective as of August 1, 1943 and the rates of present employees upon each of such jobs shall be adjusted retroactively to August 1, 1943 in the following manner, to-wit:

a. Each male employee who on August 1, 1943 had ninety (90) or more days seniority shall receive an increase of seven cents (.07¢) per hour, or to the minimum of his job as shown on the attached Exhibit A, whichever is the greater.

B. All female employees in the shot department who on August 1, 1943 had ninety (90) or more days seniority shall

receive an increase to seventy-two cents (.72¢) per hour, irrespective of the job to which such employee is now, or may hereafter be, assigned.

c. The minimum hiring rate for all employees hired on and after August 1, 1943 shall be sixty cents (.60¢) per hour. Commencing with the first pay period following the expiration of thirty (30) days from the hiring date, the rate of such employee shall be increased to sixty-five cents (.65¢) per hour. Commencing with the first pay period following the expiration of ninety (90) days from the hiring date, the rate of such employee shall be increased to seventy-two cents (.72¢) per hour or to the minimum of the job for which such employee is hired, whichever rate is the higher.

d. Seniority of all employees hired during the period of May 1, 1943 to July 31, 1943 shall be applied to the credit of such employee and wages adjusted for hours worked on and after August 1, 1943 in accordance with the provisions of paragraph 2-c hereof.

Examples

- (1) An employee hired May 10, 1943 at fifty-five cents (.55¢) per hour would be entitled to sixty-five cents (.65¢) per hour as of August 1, 1943 and seventy-two cents (.72¢) per hour (or job minimum) as of August 16, 1943.
- (2) An employee hired June 1, 1943 at fifty-five cents (.55¢) per hour would be entitled to sixty-five cents (.65¢) per hour as of August 1, 1943 and seventy-two cents (.72¢) per hour (or job minimum) as of September 1, 1943.

- (3) An employee hired July 14, 1943 at fifty-five cents (.55¢) per hour would be entitled to sixty cents (.60¢) per hour as of August 1, 1943; sixty-five cents (.65¢) per hour as of August 16, 1943; and seventy-two cents (.72¢) per hour (or job minimum) as of October 16, 1943.

3. All wage rates provided for by this contract shall be subject to approval by War Labor Board, and no payment of any increased wages shall be made or become operative unless and until such War Labor Board approval has been given.

4. Employees leaving the service of the Company, for any reason other than to enter the military service of the United States, on or after August 1, 1943 and up to the date of approval by the War Labor Board of the wage rates proposed by the within contract, shall not be entitled to any retroactive accumulated wage increases for the period they have worked after August 1, 1943.

5. Employees, while working on the second shift, shall receive a premium of three cents (.03¢) per hour. Third shift employees shall receive a premium of five cents (.05¢) per hour. All such night rate premiums shall be removed when an employee is transferred from such night shift to the day shift.

6. Apprentices, learners and temporary employees shall not be covered by the wage provisions of this contract, provided, however, that such excepted employees shall not exceed eight per cent (8%) of the total number of factory employees. Each case of learners or temporary employees shall be considered by itself and proper consideration shall be given to the type and quantity of work performed.

7. The wage schedule established herein shall not be reduced during the life of this Agreement, except as provided by this

section, unless modified by agreement between the Corporation and the Union.

8. The Corporation shall continue to pay its employees on the fifth (5th) and twentieth (20th) of each month in accordance with previous practices. Each employee may make four draws per year.

#### SECTION IV. HOURS OF WORK

1. A forty (40) hour week and eight (8) hour day shall be the standard work periods. The work week under present operations commences at 12:00 A. M. on Monday morning.

2. When the Corporation is offering five (5), eight (8) hour work days (other than Saturday and Sunday), in any one week, time and one-half shall be paid for all hours worked in excess of forty (40) hours in such week.

3. When the Corporation is not offering five (5), eight (8) hour work days (other than Saturday and Sunday) in any one week, time and one-half shall be paid for all hours worked in excess of eight (8) hours in any one day in such week.

4. Time and one-half shall be paid for all work done on Saturdays, except in the following cases:

a. To all employees on the swing shift;

b. To all other employees who have failed to complete forty (40) hours on a straight-time basis in such week in which the Corporation offered five (5) other eight (8) hour work days.

5. Time and one-half shall be paid for all work done on Sundays and legal holidays except to employees on the swing shift.

6. An employee shall not be paid both daily and weekly overtime for the same hours so worked.

7. It is the intent of the Management to equally distribute work on the erection floor so far as is practical.

8. In the event there should be any legislation or executive orders during the present war emergency changing or altering the foregoing provisions with respect to hours of work, this Agreement shall be amended to conform to such changes.

SECTION V. VACATIONS.

1. Each employee having less than ten (10) years and more than two (2) months' seniority, and in the service of the Corporation on June 30, 1944, shall be entitled to two (2) hours' vacation pay for each eighty (80) hours worked during the year ending June 30, 1944, with a maximum of fifty-six (56) hours of vacation pay.

2. Each employee having ten (10) years' seniority, or more, and in the service of the Corporation on June 30, 1944 shall be entitled to sixty (60) hours' Vacation pay, provided such employee has worked at least eighteen hundred (1800) hours during the year ending June 30, 1944. Employees in this seniority group who have worked less than eighteen hundred (1800) hours in such year shall be entitled to two (2) hours' vacation pay for each eight (80) hours worked.

3. Vacation pay shall be at the employee's hourly day rate on June 30, 1944.

4. The Corporation shall establish vacation periods for all employees during the months of July and August, 1944, with the following maximums, to-wit:

<u>No. of Years Seniority as of June 30, 1944</u>	<u>Maximum Vacation Period Allowable to Each Employee in Such Class</u>
5 years or less	7 calendar days
6 to 10 years	8 calendar days
10 years and over	9 calendar days

The allotment of such vacation periods is exclusively reserved to the corporation so as to assure the orderly operation of the plant.

5. If by reason of the continuance of the war emergency it should be considered inadvisable to grant vacations in 1944 then, by mutual agreement between the Corporation and the Union, the granting of such vacations may be dispensed with an in lieu thereof vacation pay granted.

6. Any employee who quits or is discharged shall not be entitled to any accumulated vacation pay except, however, employees leaving for military service in the present war shall be entitled to accumulated vacation pay.

SECTION VI. SENIORITY.

1. It is understood and agreed that in all cases of promotion, or increase or decrease of forces, the following factors shall be considered, and where factors b, c and d are relatively equal, length of continuous service shall govern:

- a. Length of continuous service
- b. Knowledge, training, ability, skill and efficiency
- c. Physical fitness
- d. Family status, number of dependants, etc.

2. Whenever comparative service records vary by not more than thirty (30) days, they shall be considered as having equal standing under factor a.

3. Whenever factor b is applied over factor a, for the purpose of retaining or rehiring, the determination shall be based upon the comparative wage rates as of August 1, 1941. The Corporation shall not be required to train any employee to do work other than his/her regular assignments, but will attempt to utilize its present staff of employees in its conversion from civilian to defense production.

4. All Union officers, and all members of the Grievance Committee, together with such additions from the Bargaining Committee

or Shop Stewards to make a total of 18, shall be retained or rehired on the basis of factor a; provided, however, that the one rehired must be physically capable of doing the work.

5. Employees who have been laid off for a period of one (1) year or more shall lose their seniority rights.

6. Newly hired employees shall serve a probationary period of two (2) months during which time seniority shall not apply.

7. The Corporation will maintain permanent records of wage rates and service ratings of all employees, which shall be available for inspection at all reasonable times by the Grievance Committee.

8. The Union recognizes the necessity of employment of specially trained or skilled persons who may not have had previous employment with the Corporation, but who by virtue of education, skill and other experience would be valuable to the Corporation and the promotion of its business. The Union further recognizes that it may be necessary in instances to employ such persons in advance of other employees having seniority rights, provided that the same does not lead to any general replacement of employees having seniority.

9. The Corporation declares that it is its intention and policy to comply with the provisions of the Selective Training and Service Act of 1940 and all amendments thereto with respect to re-employment of any of its employees who shall have completed the Military or Civilian Defense service prescribed by such acts.

10. An employee performing military service in the Armed Forces of the United States under the Selective Training and Service Acts or amendments thereto, shall accumulate seniority during the period of such service in the present war. In order to be eligible for reemployment, however, such employee must report his/her availability for work, in writing, within a period of two (2) months

following the date of his/her discharge from service in the present war. Enlistment following service in the present war will terminate seniority rights.

11. An employee who may be drafted and transferred into other Defense Industry under orders of the United States Government shall, while so drafted, retain the seniority accumulated under this agreement, to the date of such transfer. In order to be eligible for reemployment, however, such employee must report his/her availability for work, in writing, within a period of two (2) months following the date of cessation of hostilities during the present war.

12. Before any employee is laid off, both such employee and the Grievance Committee shall be notified of such contemplated lay-off at least twenty-four (24) hours before such lay-off is to take effect.

13. Claims under this provision of the contract must be filed in writing within five (5) working days of the alleged violation.

#### SECTION VII. ADJUSTMENT OF GRIEVANCES.

1. Should differences arise between the Corporation and the Union, or its members employed by the Corporation, as to the meaning and application of the provisions of this Agreement, or should any local trouble or any kind arise in any plant, there shall be no suspension of work on account of such differences but an earnest effort shall be made to settle such differences immediately in the following manner:

First, between the aggrieved employee and the Foreman of the department involved;

Second, between a member or members of the Grievance Committee, designated by the Union, and the Foreman and Superintendent of the department;

Third, between a member or members of the Grievance Committee, designated by the Union, and the General Superintendent or Manager of the plant;

Fourth, between the Representatives of the National Organization of the Union and the Representatives of the Executives of the Corporation; and

Fifth, in the event the dispute shall not have been satisfactorily settled, the matter shall then be appealed to an impartial umpire, to be appointed in the following manner: Each party to this Agreement shall, within ten days, appoint one man; these two men so appointed shall appoint an impartial umpire; the decision of the umpire shall be final. The expense and salary incidental to the appointment and services of the umpire shall be paid jointly by the Corporation and the Union/

2. Specified periods shall be agreed upon between the Grievance Committee and the General Superintendent or Manager of the Plant for the presentation of grievances hereunder. Provided, however, that the matters pertaining to discharges or other matters that cannot be reasonably delayed until the time of the next regular meeting may be presented at any time in accordance with the foregoing provisions.

3. The Grievance Committee for the plant shall consist of not less than three (3) employees of the plant and not more than ten (10) such employees, designated by the Union, who will be afforded such time off, without pay, as may be required:

First, to attend regularly scheduled meetings, and

Second, to attend meetings pertaining to discharges or other matters which cannot be reasonably delayed until the time of the next regular meeting;

Third, any member of the Grievance Committee shall have the right to visit departments other than his/her own at all reasonable times for the purpose of transacting the legitimate business of the Grievance Committee, after notice to and permission from his/her department Superintendent or designated representative.

4. The actual number of members of the Grievance Committee at the plant shall be mutually agreed upon between the General

Superintendent or Manager of the Plant and the Union. Previous practices with respect to pay of Grievance Committee members are to be continued. If the meeting of the Grievance Committee is held at the request of the Corporation, the Corporation shall pay the Grievance Committee members for time lost on a straight time basis.

SECTION VIII. MANAGEMENT.

I. The management of the works and the direction of the working forces, including the right to hire, promote (subject to the provisions of Section VI), suspend or discharge for proper cause, or transfer, and the right to relieve employees from duty because of lack of work or for other legitimate reasons, is vested exclusively in the Corporation. Provided, that this will not be used for purposes of discrimination against members of the Union as provided in Section II.

SECTION IX. DISCHARGE CASES.

I. In the event a member of the Union shall be discharged from employment from and after the date hereof and believes he/she has been unjustly dealt with, such discharge shall constitute a case arising under the methods of adjusting grievances herein provided. In the event it should be decided under the terms of this agreement that an injustice has been dealt the employee with regard to the discharge, the Corporation shall reinstate such employee and pay full compensation at the employee's regular rate for the time lost. All such cases of discharge shall be taken up in writing within two (2) working days and disposed of within five (5) working days thereafter.

2. The Corporation declares as its policy that only citizens of the United States of America will be hired, and those presently

employed and not citizens must make application, within thirty (30 days after notice from a joint committee of the Union and the Corporation, or be discharged.

#### SECTION X. SAFETY AND HEALTH.

1. A joint safety committee, comprising representatives of the Corporation and representatives of the Union shall be established for the purpose of promoting safety within the plant. No grievance shall arise under this section unless there has been a violation of the rules of the Industrial Commission of the State of Wisconsin. Suggestions by the Union will be considered.

#### SECTION XI. INDIVIDUAL WAGE RATES.

I. Where alleged inequalities in wage rates prevail, the matter may be taken up for adjustment and settlement made on a mutually satisfactory basis.

#### SECTION XII. HOLIDAYS

1. The following days shall be considered holidays, during which days there shall be no regular production work except in cases of continuous operations or emergency defense work, on

New Year's Day	Thanksgiving Day
Memorial Day	Labor Day
July Fourth	Christmas

#### SECTION XIII. FUTURE CONFERENCES

I. Joint conferences between representatives of the Corporation and of the Union shall commence in Cudahy, Wisconsin, on June 1, 1944, for the purpose of negotiating an agreement with regard to wages, hours and working conditions, to take effect upon the expiration of this agreement.

#### SECTION XIV. BULLETIN BOARDS

L. The Corporation agrees to allow the Union the privilege

of bulletin boards near entrances used by employees upon which the Union may place notices of Union meetings and such information as may be deemed necessary for the good and welfare of all concerned.

SECTION XV. TERMINATION DATE.

I. This Agreement shall remain in full force and effect until terminated on July 31, 1944.

GEO. J. MEYER MANUFACTURING CO.

BY Geo. J. Meyer (Signed)

LOCAL UNION #1258,  
UNITED STEELWORKERS OF AMERICA

BY Walter G. Hart (Signed)

BY Martin Kane "

BY Dan Martin "

BY Martha Saraky "

BY \_\_\_\_\_

BY \_\_\_\_\_

UNITED STEELWORKERS OF AMERICA

BY \_\_\_\_\_

BY David McDonald (Signed)

BY Meyer Adelman "

BY Walter J. Burke "

BY Phillip Emmory (?)

(7 Copies Executed)

SCHEDULE "A" TO LABOR CONTRACT #8  
BETWEEN  
GEO. J. MEYER MANUFACTURING CO. AND U. S. A. LOCAL #1258

JOB CLASSIFICATIONS - WAGE RANGES

Job No.	Job Points	Job Name	Rated Pay on 43-8-1 plus .07¢ raise per Contract No. 8	Job Rate Range	Labor Grade
<u>SERVICE JOBS - CHART 3 (1)</u>					
3	239	Carpenter	.91	.86-96	7
6	235	Craneman-Assemb.	.90	.85-95	7
6A	226	Craneman-Tank Sh.	.87	.82-92	8
10	242	Electrician	.92	.87-97	7
11	239	Engineer-Pow.Pl.	.91	.86-96	7
12	169	Fireman	.72	.72-77	10
13	170	Carpenter-Helper	.72	.72-77	10
15	160	Sweeper	.69	.72-74	10
16	186	Pattern Storage Helper	.76	.72-81	9
16A	221	Laborer - IT I	.86	.81-91	8
16B	185	Laborer - IT II	.73	.72-78	10
16C	165	Laborer - IT III	.70	.72-75	10
19	261	Machinist-Maintenance	.97	.92-1.02	6
23	235	Millwright	.90	.85-95	7
26	184	Oiler-Maintenance	.76	.72-81	9
32	200	Receiving Clerk	.80	.75-85	9
34	190	Stock Chaser	.77	.72-82	9
36	164	Stock Selector	.70	.72-75	10
37	164	Tool Crib Attendant	.70	.72-75	10
39	339	Tool, Die, Gauge I	1.19	1.14-1.24	2
40	293	Tool, Die, Gauge II	1.06	1.01-1.11	5
42	270	Tool Grinder	.99	.94-1.04	6
44	210	Tool Keeper	.83	.78-88	8
47	265	Tool Room Mach.Opr.	.98	.93-1.03	6
48	249	Truck Driver	.93	.88-98	6
197	274	Pattern Maker Metal	1.00	.95-1.05	5
199	293	Pattern Maker Wood I	1.06	1.01-1.11	5
200	265	Pattern Maker Wood II	.98	.93-1.03	6
202	213	Pattern Storage Man	.84	.79-89	8
280	210	Pattern Helper	.83	.78-88	8

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PRODUCTION JOBS - CHART 3 (2)

53	256	Assemblers I	.98	.93-1.03	6
53A	237	Assemblers II	.93	.88-98	7
54	210	Assemblers III	.86	.81-91	8
55	191	Assemblers IV	.81	.76-86	9
55A	164	Assemblers V	.74	.72-79	10
56	256	Bench Hands, Lead Man	.98	.93-1.03	6
56A	222	Bench Hands I	.89	.84-94	8
57	200	Bench Hands II	.83	.78-88	9
57A	164	Bench Hands III	.74	.72-79	10
63	299	Boring Mill Op. I	1.10	1.05-1.15	4

SCHEDULE "A" TO LABOR CONTRACT #8

PRODUCTION JOBS - CHART 3 (2) - Cont.

Job No.	Job Points	Job Name	Rated Pay on 43-8-1 plus .07¢ raise per Contract #8.	Job Rate Range	Labor Grade
64	275	Boring Mill Op. II	1.03	.98-1.08	5
65	229	Key Seater and Broach Op.	.92	.86-96	7
68	224	Radial Drill I	.90	.85-95	8
68A	210	Radial Drill II	.86	.81-91	8
70	224	Drill Press Sens.I	.90	.85-95	8
71	210	Drill Press Sens.II	.86	.81-91	8
71A	170	Drill Press Sens.III	.76	.72-81	10
92B	169	Drill Press Sens.IV	.75	.72-80	10
93A	175	Hlpr. Prod. Tank Shop	.77	.72-82	10
93B	165	Helper Prod.Carrier	.74	.72-79	10
95B	189	Helper Welder Set Up	.81	.76-86	9
99	230	Inspector Tank Shop I	.91	.86-96	7
99A	216	Inspector Tank Shop II	.88	.83-93	8
100	189	Inspector-Carriers	.81	.76-86	9
101	189	Laborer-Machine,Shop	.81	.76-86	9
101A	175	Filer-Carrier Dept.	.77	.72-82	10
101B	179	Stock Chaser-Prod.	.78	.73-83	10
101C	165	Helper-Cutting Room	.74	.72-79	10
103	316	Engine Lathe Lead Man	1.14	1.09-1.19	3
104	266	Engine Lathe I	1.00	.95-1.05	6
105	239	Engine Lathe II	.94	.89-.99	7
105A	215	Engine Lathe III	.87	.82-92	8
107	290	Hd.Screw Mach.Lead Man	1.07	1.02-1.12	5
107A	271	Hd.Screw Mach.I	1.02	.97-1.07	6
107B	247	Hd.Screw Mach.II	.96	.91-1.01	7
108	225	Hd.Screw Mach. III	.90	.85-95	8
112	304	Machinist-Production	1.11	1.06-1.16	4
115	256	Milling Machine I	.98	.93-1.03	6
116	215	Milling Machine II	.87	.82-92	8
117	191	Milling Machine III	.81	.76-86	9
119	211	Crater-Packer	.86	.81-91	8
123	179	Painter	.78	.73-83	10
126	266	Planer Operator I	1.00	.95-1.05	6
127	225	Planer Operator II	.90	.85-95	8
134	189	Polisher-Buffer	.81	.76-86	9
135	184	Power Hack Saw Oper.	.79	.74-84	9
137	226	Punch Press Set-Up Man	.90	.85-95	8
140	189	Punch Press Oper.Carr.	.81	.76-86	9
146	247	Shaper Operator	.96	.91-1.01	7
149	249	Sheet Metal Worker I	.96	.91-1.01	7
149A	244	Sheet Metal Worker II	.95	.90-1.00	7
149B	225	Sheet Metal Worker III	.90	.85-95	8
149C	206	Sheet Metal Worker IV	.85	.80-90	8
157	262	Welder I Arc-Gas	.99	.94-1.04	6
157A	235	Welder II	.93	.88-98	7
157B	199	Welder III	.83	.78-88	9
166	242	Blacksmith	.94	.89-99	7
157C	189	Welder Carrier IV	.81	.76-86	9

SCHEDULE "A" TO LABOR CONTRACT #8

PRODUCTION JOBS - CHART 3 (2) - Cont.

Job No.	Job Points	Job Name	Rated Pay on 43-8-1 plus 07 1/2 raise per Contract #8.	Job Rate Range	Labor Grade
173	275	Raycut Man I	1.03	98-1.08	5
174	224	Layout Man II	.90	.85-95-	8
174A	196	Layout Man Helper	.82	.77-87	9
177	236	Press Brake Oper.	.93	.88-98	7
187	226	Shear Oper. Carr.	.90	.85-95	8
189	216	Structural Punch Oper.	.88	.83-93	8
207	235	Carpenter-Flask I	.93	.88-98	7
207A	216	Carpenter-Flask II	.88	.83-93	8
209	209	Chipper-Foundry	.86	.81-91	8
212	240	Core Maker I	.94	.89-99	7
212A	230	Core Maker II	.91	.86-96	7
213	179	Core Maker III	.78	.73-83	10
219	204	Cupola Charger	.84	.79-89	9
220	260	Cupola Tender	.99	.94-1.04	6
221	175	Flask Carrier	.77	.72-82	10
226	209	Grinder-Pedestal-Fdy.	.86	.81-91	8
230	204	Inspect. Scale Man - Fdy.	.84	.79-89	9
231	180	Laborer-Brass Fdy.	.78	.73-83	10
235	209	Melter-Crucible Fur.	.88	.81-91	8
239	254	Molder-Bench-Iron	.98	.93-1.03	6
239A	240	Molder-Bench Brass I	.94	.89-99	7
239B	221	Molder-Bench-Iron-Brass II	.89	.84-94	8
240	185	Molder-Helper-Iron	.80	.75-85	9
246	259	Molder-Floor-Iron I	.99	.94-1.04	6
246A	240	Molder-Floor-Iron II	.94	.89-99	7
254	210	Shake Out Lead Man	.86	.81-91	8
254A	200	Shake Out Man	.83	.78-88	9
400	239	Pipe-Fitter Prod. I	.94	.89-99	7
401	210	Pipe-Fitter Prod. II	.86	.81-91	8
403	159	Brush Maker	.73	.72-78	
405	216	Handyman-Tank Sh.	.88	.83-93	8
406	230	Set-Up Man Wld.	.91	.86-96	7
407	411	Swager-Carr. Dept.	.86	.81-91	8
408	184	Riveter-Carr. Dept.	.79	.74-84	9
409	206	Mach. Opr. Carr.	.85	.80-90	8
410	216	Handyman-Carr.	.88	.83-93	8
411	198	Brazer	.83	.78-88	9
412	188	Wood Turner I	.80	.75-85	9
412A	174	Wood Turner II	.77	.72-82	10
413	211	Locomotive Opr.	.86	.81-91	8
414	211	Timmer	.86	.81-91	8

Approved, December 1, 1943  
FOR THE CORPORATION:

FOR THE UNION:

Geo. J. Meyer (Signed)

(Signed)

Walter G. Hart

(Signed) Martha Sarsky

"

Martin Kane

"

Phillip Emmory (?)

"

Dan Martin

"

David McDonald